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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Whit Monday in the Temple.

THE TEMPLE was open to the public this Whitsuntide. The Benchers of the Middle Temple, fortunately, did not repeat previous errors of judgment by closing the gates above and below Middle Temple Lane, so that the populace was able to enter and pass through freely. The Temple is so essentially one of the famous Monuments of England that it would be a thousand pities if real obstacles in the way of roaming through it were placed in the way of the English people, and it is only on Bank Holidays that the mass of the working classes, or even of the middle classes, have any real opportunity of visiting such a place. In these days, when Wembley has drawn crowds of overseas visitors to London, it would be an imperial calamity if any of those were unduly hampered in visiting one of the great places of the world's literature. True, even when the gates are closed, the porters always show ready courtesy in admitting tourists who express a wish to see the Temple. But the tourist or wayfarer who is bold enough to knock at a closed postern and prefer such a request is nearly always a member of the privileged classes, or else is the official guide of a party of visitors. The "pedestrian" type of wayfarer would no more venture to seek admittance at a closed Temple gate than he would think of ringing the door bell of Buckingham Palace. To shut the gate is in practice the refusal of admittance to such as he. And only an outbreak of vandalism by rough intruders, such as never has occurred, could justify such a discourtesy to the citizens of England.

The Visit of the American Bar.

OUR AMERICAN visitors are now embarking at New York in the special steamer which is conveying the American Bar to England, and soon their English brethren will have opportunities of returning by courtesy here the noted hospitality of American lawyers in their own country to such of their English confreres as venture across the Atlantic. The visitors who have engaged passages, we are informed, now exceed two thousand in number, but of these only twelve hundred are barristers, of either sex; the remainder are wives and daughters of the profession. Among

other arrangements for their entertainment, we understand, the Hardwicke Society is arranging a special reception and debate in their honour, to take place in one of the Inn Halls. A proposal to elect all of the visitors temporary honorary members of the Society was mooted at a recent meeting, but we gather that the committee have discovered technical difficulties in the way of so doing under the constitution of the Society. The subject of the debate is not yet fixed, but the probability is that it will relate to the "Canons of Advocacy," published last year in these columns, which every member of the American Bar Association is expected to sign on election to that body. Two distinguished Americans will be asked to act as "opener" and "opposer" respectively. We have not heard whether the Law Society's Debating Society is arranging any similar occasion, but obviously some meeting of the kind would give English solicitors and articled pupils a unique opportunity of hearing forensic speeches from some of the great figures at the U.S. Bar. The correct designation of an American lawyer, by the way, we are informed, is "Attorney, Solicitor, Proctor, Advocate, and Counsellor at Law."

Great Names of the American Bar.

ENGLISH LAWYERS are very unfamiliar with the history of their profession in America, and probably few could name off-hand six great orators and six great judges of the United States Bar. Without looking up the matter, the best we ourselves have been able to do is this. Great advocates: PATRICK HENRY, ALEXANDER HAMILTON, DANIEL WEBSTER, JAMES BECK, CALHOUN, HENRY CLAY; about the last two we are frankly not quite certain whether they were more than mere nominal members of the legal profession; of course, they were very great orators in the Senate. Great judges: MARSHALL, TANEY, HOLMES, KENT, TAFT and HUGHES. We confess to some doubt as to whether the names in this list, except the first and the third, are really among America's great lawyers. But we fear that very few British lawyers, from their own personal knowledge, would be able to correct us or improve on our list.

The Resignation of President Millerand.

AS WE GO to press President MILLERAND'S letter to the French Chamber offering his resignation is announced. The President would appear to have fallen because he announced in a public speech made just before the present General Election in France his support of the party of the Right. This is now claimed by the triumphant Left to be a violation of the "Conventions" of the Constitution. In other words, it is now asserted by his critics that a French President, like the English Monarch, must refrain from partisanship in the sphere of parliamentary politics. This doctrine, if successfully asserted now, means the transformation of "Presidential" into "Cabinet" Government in France, and this means the abandonment of the old distinctions between our Constitution and that of Continental countries hitherto found in all English text-books of Constitutional Law. In the United States, unlike France, the President is still permitted and even expected to back his own political views vigorously in office. But in America there is no Premier. The President is his own Prime Minister.

President Millerand and the Draft Pacts.

IT HAS LONG been generally accepted in the diplomatic world that it was the personal intervention of President MILLERAND which in 1922 put an end to the "Draft Pacts" which were practically arranged between M. POINCARÉ and Mr. LLOYD GEORGE at Cannes. A draft treaty between the Governments of the British Empire and the French Republic was drawn up and dated Cannes, 11th January, 1922, and copies of it were sent to the French Ambassadors in London, Rome, Washington, Brussels, and Berlin, and the French Minister at Warsaw. M. POINCARÉ suggested modifications to the proposed Pact which are set out in a long memorandum which he forwarded to the French Ambassador in London on 29th January, 1922. The memorandum begins with a recognition that "the whole text of the British proposals shows that the British Government understand the legitimate concern of France in regard to her security." The modifications suggested, in substance, that England and France should form a mutual alliance for twenty years against Germany, and declined to entertain any negotiations relating to the Ruhr situation as part of the proposed arrangement. The result was that in the event the negotiations broke down.

Majority Verdicts of Juries.

IN THE Punjab libel case, *O'Dwyer* v. *Nair*, *Times*, 7th inst., counsel for the defence, when he consented to acceptance of a majority verdict, obviously disregarded a rule very familiar to jury practitioners. It is generally regarded as unwise to accept the verdict of a majority of the jury when the summing-up of the presiding judge is obviously not very favourable to the verdict desired by one's client. In such a state of affairs, if a jury cannot agree, the obvious presumption is that the majority favour the view evidently considered right by the judge, and that the disagreement is in all probability due to the obstinacy, *or*, perhaps, one ought to call it, independence of one or two jurors who are less influenced by the summing-up of the judge than jurymen usually are. Of course cases to the contrary occur. The late Judge RENTOUL used to delight in telling of a jury who, after he had summed up dead against an obviously guilty prisoner, informed him that all but one man—whom they pointed out—agreed in their verdict. The learned Commissioner indiscreetly asked reproachfully why this man was so opinionated as to differ from eleven sensible fellow jurymen, and got the unexpected reply: "I am the only one who agrees with your lordship that the prisoner ought to be convicted." But this seldom happens, and it is a good rule of practice never to be tempted into accepting a majority verdict unless the judge has summed up in your favour. But, of course, no hard and fast rules are possible in a varied profession like that of forensic advocacy. Reasons for making exceptions will always occur. The fact that the trial is very long and expensive, and that a re-trial might be more ruinous than an agreed verdict, has always to be born in mind. Probably this weighed with the defendant and his counsel when they agreed to accept the verdict of a majority, which they can scarcely have hoped would be favourable to them, except by a gambling chance, in view of the very decided directions given by the learned judge.

The Restraint on Anticipation.

THE EVIDENCE for the traditional view that Lord THURLOW, not in his capacity as Chancellor, but as a private trustee, invented the doctrine of "Restraint on Anticipation," is discussed in a useful little article by Dr. HART in the current number of the *Law Quarterly Review*. Curiously enough, there appears to be little or no direct testimony on the matter. Neither CAMPBELL'S "Lives of the Chancellors," nor FOSS'S "Judges," nor ROSCOE'S "Eminent Lawyers," contains any reference to it, and in the Dictionary of National Biography, Vol. LIV, p. 348, the writer of the article on THURLOW discredits the claim by ascribing it to a "mere tradition." Now tradition at the Bar is notoriously weak, although it is the only source of many good stories. But somewhat better evidence exists than this, as Dr. HART points out. Lord ELDON, who had been the lifelong friend of THURLOW, deals with the origin of the restraint in four reported judgments: he attributes it to THURLOW, and he explains the circumstances which led to it. The earliest of those four cases is *Jones* v. *Harris*, 1805, 9 Vesey, p. 493, and the latest is *Jackson* v. *Hobhouse*, 1817, 2 Mer., p. 487. This would seem to be *Contemporanea Expositio* of as high a kind as one can reasonably expect to find for such a matter of fact. THURLOW'S invention seems to have been the result of his reflections on two of his own decisions, as Dr. HART points out. In *Hulme* v. *Tennant*, 1778, 1 Bro. C.C. 16, he had held that a married woman, in respect of her separate estate, is competent to act as if she were a *feme sole*, and if she guarantees a debt due from her

husband renders her separate estate liable to a suit in equity; this, of course, largely destroyed the utility of a settlement or a gift of property to the separate use of the wife, if she were to any large extent subject to her husband's influence. In *Pybus* v. *Smith*, 1791, 1 Vesey Junior, 189, an adventurer who had eloped with a ward of court, and had been compelled by the court to assent to the usual settlement of her property for her separate use, induced his wife to assign her property to his creditors for the purpose of securing his overdraft. The Chancellor was unable to discover any known principle of equity which would defeat this ruinous abandonment of her estate. It was in consequence of his reflection on this hard case, apparently, that Lord THURLOW finally hit upon the device of inserting the words in a settlement on the wife "not to be paid in anticipation." According to Lord ELDON the lady in whose favour THURLOW acted as her trustee was a Miss WATSON: *Parkes* v. *White*, 1805, 11 Vesey Junior, p. 221. But who was this lady? Curiously enough nothing seems to be known of her, but Dr. HART hazards an ingenious guess that she may have been "SUSAN WATSON," a Bengal official's heiress, who married Lord CARBERY in 1792. Some legal historian with leisure might investigate this lady's history to elucidate the affair.

Apportionment of Standard Rent.

A CURIOUS set of facts came before the Clerkenwell County Court judge, and on appeal from him, before the Divisional Court, consisting of ROWLATT and BRANSON, JJ., in *Lelyfeld* v. *Peppercorn*, *Times*, 6th inst. Here a house, both before 1914 and thereafter, had always been let out in flats. One flat of four rooms was occupied partly by the owner of the house, who resided in two of the rooms, and partly by a tenant to whom he let the other two; in 1914 the rent of these latter two rooms was 10s. a week. The whole house had an annual value of £70. The whole flat of four rooms was let, for the first time since 1914, as one dwelling to one tenant in 1922 at a rental of 22s. 6d. The tenant contended that this was excessive and applied to have the "standard rent" fixed; the landlord argued that the flat was let "for the first time since the Act" in 1922, and that therefore the rent then charged was the "standard rent." The judge, however, held that he must discover the correct standard rent of the flat by the procedure of "apportionment," as prescribed in the statute; accordingly he apportioned the value of the whole house, £70, amongst the various separate lettings, and fixed that of the flat at £25, which he declared to be the standard rent. Now the difficulty about this, at first sight apparently reasonable, result is that the whole house had never within anyone's memory been let *as a whole*, either before or after the crucial date with reference to which standard rents are fixed under the Rent Restriction Acts, namely 3rd August, 1914. Therefore, apparently, the house as a whole never had any "standard" rent which could be apportioned as between the house as a whole and its separate tenants, for "standard rent," by s. 12 (1) (*a*), "means the rent at which the dwelling-house was let on 3rd August, 1914, or, where the dwelling-house was not let on that date, the rent at which it was last let before that date . . ." With regard to the first half of the sentence, it could not be said that there was anything to apportion, because there was no letting of the whole house. Yet, with regard to the second half, it could not be contended that there was no letting, as parts were let separately and they had acquired their own standard rents. The only "standard rent" which applies in the present case is the rent at which the flat was first let in its present form. If the tenant had remained in possession of the two rooms as on 3rd August, 1914, he could have stayed there at a rent of 10s. a week and no question of apportionment could have arisen. He took two more rooms, however, and then raised the question of apportionment as between the flat as a whole and the house as a whole. Evidently, however, there is nothing to apportion, since—for the reasons shewn above—(1) the house never was let as a whole and never had any standard rent capable of apportionment, and (2) the flat is a "new" house first let as a whole in 1922, so that the rent then charged automatically under the statute becomes the "standard" rent of that flat. This view was taken by the Divisional Court and it set aside the "apportionment" order.

The Construction of Motor-Car Policies.

THE CONSTRUCTION of novel commercial documents is largely affected by the traditional interpretation of their clauses which rapidly grows up in the Commercial Court, partly as the result of findings before arbitrators who are familiar with recent commercial usage. Therefore, cases involving construction of common form clauses, however novel the clauses and the class of instrument, are always of practical value. Motor-car policies of insurance are a good example of a very recent type of document—they are barely twenty years old—which is rapidly becoming overloaded with rules of judicial interpretation. An interesting example of these is afforded by *Williams* v. *Baltic Insurance Association of London, Limited, Times*, 28th ult., recently decided by Mr. Justice ROCHE; this was a special case stated by arbitrators. The plaintiff had taken out a car insurance policy which, by Clause 2, granted the following benefits: "The Association hereby agrees . . . to indemnify the assured . . . against all sums for which the insured or any licensed personal friend or relation of the insured, while driving the car with the insured's general knowledge or consent, shall become legally liable in compensation for . . . injury caused to any person other than a person in the assured's employment or a member of the assured's household." It will be recollected, since the matter was the subject of a much discussed suit, that Mr. WILLIAMS and his sister, who was driving the car with his consent, were sued for negligence, resulting from a collision, by two lady guests who were passengers in the car. Mr. WILLIAMS, who was not in the car at the time of the accident, was dismissed from the case on the ground that his sister was not his servant or agent in driving the car. She was held liable for damages. Naturally, when Mr. WILLIAMS claimed an indemnity under the policy for the damages incurred by his sister in driving the car, the obvious points were taken on behalf of the underwriters:—

(1) That Mr. WILLIAMS could not claim an indemnity unless the jury had held him personally liable for the tort of his sister (on the ground of *respondeat superior*), which they had expressly refused to do: and

(2) That Miss WILLIAMS had no "insurable interest" in the car, so that any clause covering her was void under 14 Geo. III, c. 48, which forbids recovery under policies where the assured has no insurable interest.

The arbitrator found for the assured, and stated a case for the High Court. Mr. Justice ROCHE held that this common form of clause is obviously intended to cover all claims arising out of the driving of the car, and that any person liable to be hit in damages in respect of his or her driving of the car has an "insurable interest" in the car sufficient for the purposes of the Act.

Nominal Damages for Delay in Payment of a Debt.

UNLESS a debt falls within that limited class which either by the Law Merchant, or in Equity, or under some statute carry interest, only nominal damages can be recovered for non-payment of it at the date when it fell due; of course, after judgment interest normally accrues until payment is made. This is a very familiar principle for which it is not necessary to quote any authority. Recollection of this rule, however, will perhaps explain a difficulty which many legal commentators have felt in discussing *Société des Hôtels le Touquet Paris-Plage* v. *Cummings*, 1922, 1 K.B. 451, which was decided in the first instance by Mr. Justice AVORY, and afterwards by the Court of Appeal. The case has already been more than once mentioned in these columns; it is now referred to because in an article in the current issue of the *Law Quarterly*, "Rate of Exchange and Foreign Debts," at pp. 155, 156, the learned author appears to find some rather unnecessary subtlety lying hidden in what he calls "this somewhat startling case." Here an English lady who stayed at

a French hotel before the war received a demand for payment of her bill after conclusion of peace. She sent to the hotel manager in France the amount of her bill in francs and this was accepted by him, notwithstanding the fact that owing to the depreciation of the franc, the sum thus paid fell far short of the amount of the debt if converted at that date into English sterling. Subsequently the hotel repudiated the manager's acceptance of the amount in discharge of the debt and sued the guest in England, claiming that the sum recoverable should be the number of English pounds equivalent, not to the franc at its present depreciated rate, but to the franc at its pre-war rate when the debt first became due. The plaintiff recovered costs only, since the payment made was a good discharge of the debt in France where it was made, and only nominal damages could be recovered for the delay. This seems not only sound, but really very obvious; if A does not pay his tailor's bill until five years later, the tailor can only recover the amount of the bill in pounds, not the amount of pounds which, at the date of his action, would be the index-number equivalent in purchasing power of the pound sterling five years ago. What is true of English pounds is true of French francs, and the principle is not altered because it is necessary to convert sterling into francs when a French creditor sues in England. Mr. Justice P. O. LAWRENCE, in the *Credit Liegois Case*, 1922, 2 Ch. 589, says, *per incuriam*, that in the case we are discussing the Court of Appeal found there was "an accord and satisfaction." This, however, is quite a blunder, as both SCRUTTON, L.J., and ATKIN, L.J., expressly say there was *no* accord and satisfaction, and the defendant had to pay the costs, as she had not tendered nominal damages.

Charities and the Status of Beneficiaries.

A RECENTLY reported case in the Judicial Committee, *Verge* v. *Somerville*, 1924, 3 H.C. 496, recalls attention to a peculiarity in our legal definition of "Charity," which deserves attention. *Primâ facie*, whether the purpose of a charity is Poor Relief or Education, or Religion, or some other public benefit, most persons would assume that it must be limited to objects which will be applied only for the benefit of poor persons. This, however, is not the case. A valid charitable trust may exist, although in its administration the benefit is not conferred by the donor to the poor to the exclusion of the rich. There are *dicta* to this effect in *Goodman* v. *Mayor of Saltash*, 1882, 7 App. Cas. 633, and in *In re Macduff*, 1896, 2 Ch. 451, per Lord LINDLEY, at p. 464; but *Verge* v, *Somerville, supra*, has now definitely and expressly decided the point. The actual facts are interesting. A resident in New South Wales had bequeathed his residuary estate "unto the trustees for the time being of the 'Repatriation Fund,' or other similar fund for the benefit of New South Wales ex-servicemen." At the date of the will, and of the testator's death, New South Wales had no such fund, but there was one in existence under the statutes of the Commonwealth. Clearly to avoid this gift for uncertainty would have been to defeat a very clearly indicated charitable purpose, and the Court held the gift a valid charitable trust. And, notwithstanding *dicta* in *In re Gassiot*, 1901, 70 L.J. Ch. 242, and *In re Elliot*, 1910, 102 L.T. 528, they refused to hold it defective because the beneficiaries of the statutory funds included rich as well as poor ex-servicemen. In the former of these cases, Lord COZENS-HARDY, and in the latter, Lord PARKER, had used in their judgments expressions indicating that a charity must be confined to "poor" persons, but in neither case was the *Mayor of Saltash Case, supra*, referred to, and Lord WRENBURY, who delivered the judgment of the Judicial Committee, assumed that those very learned judges would have decided otherwise had that case been cited to them. In the *Mayor of Saltash Case*, the charity concerned the oyster industry, and Lord WRENBURY pointed out, with justice, that that industry scarcely caters for the benefit of very poor persons.

The Old Hall of Lincoln's Inn.

THE OLD HALL of Lincoln's Inn is rapidly acquiring the status of an additional court room available for any special enquiry which cannot be conveniently housed elsewhere. Judges who cannot find a vacant court in the Law Courts sit there. So do Lunacy Commissioners upon proper occasion. So do Wreck Commissioners from time to time. At present the Railway Rates Tribunal has been sitting there for some days, presided over by Mr. CLODE, K.C., and investigating with a view to determining the standard revenue of each of the amalgamated railway companies in the four great groups in accordance with the provisions of s. 58 of the Railways Act.

Proviso for re-entry in a Lease.

IT is proposed in this article to collect and shortly refer to some of the more important of the recent decisions affecting this subject, and incidentally to consider generally the effect of the usual proviso for re-entry in a lease.

The ordinary proviso for re-entry may be shortly summarised as follows: That if the rent should be in arrear for a specified time, or if there should be a breach of any other of the lessee's covenants, then the lessor may re-enter and re-possess himself of the premises and enjoy them as in his former estate; and, where the lease is one at a rack rent, it usually, in addition, gives the lessor power to re-enter if the lessee be adjudicated bankrupt or a receiving order be made of his estate. On the face of it nothing could be more simple or plain. But, as we all know, to determine the true effect of the proviso it is necessary to refer to quite a number of statutory provisions and also to many decisions explaining them.

These statutory provisions are contained in the 1881, the 1892 and the 1911 Conveyancing Acts. It may also be necessary to consider the 1920 Increase of Rent and Mortgage Interest (Restrictions) Act; and there are provisions affecting the question in the 1922 Law of Property Act, which some time or other it is presumed will come into operation.

Before the passing of the 1881 Conveyancing Act, the right of re-entry could be enforced by a lessor at common law without the lessee having the opportunity of meeting the complaint and even in some cases without his knowing that the breach had occurred. No doubt Courts of Equity attempted to mitigate the harshness of this procedure, and often restrained the landlord from exercising his right where the breach was one which by accident or surprise the lessee had been unable to rectify. There was, however, no general rule relating to such relief on which reliance could be placed. See Lord BUCKMASTER in *Fox* v. *Jolly*, 1916, A.C. 1, 8. In these circumstances s. 14 of the 1881 Conveyancing Act was passed with a view to render certain the rights of lessees in such cases. Section 14 is headed "Restrictions on and relief against forfeiture of leases." Sub-section (1) provides in effect that a right of re-entry or forfeiture under any proviso in a lease (which includes an original or derivative underlease, s-s. (3)) for a breach of any covenant or condition in the lease shall not be enforceable unless and until the lessor has served on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee has failed within a reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach. There are certain exceptions to s. 14, and these will be referred to later.

As regards the person who can enforce the condition of re-entry, s. 10 of the same Act provides, in effect, that every condition of re-entry shall be annexed and incident to and shall go with the reversionary estate in the land immediately expectant on the term granted by the lease, notwithstanding severance of that estate, and shall be capable of being enforced and taken advantage of by the person from time to time entitled, subject to the term, to the income of the land leased. This section has by s. 2 of the Conveyancing Act, 1911, been extended to the case where the

person entitled to the income became, by conveyance or otherwise, so entitled after the condition of re-entry or forfeiture had become enforceable, provided that the condition of re-entry or other condition had not been waived or released before the person became entitled.

It was held by Mr. Justice ASTBURY, *Davenport* v. *Smith*, 1921, 2 Ch. 270, that where a lessor, after a breach of covenant by his lessee which entitled the lessor to re-enter, assigned the reversion "subject to and with the benefit of the lease" to an assignee who had knowledge of the breach, such assignee had recognized in terms the existence of the lease and had waived his right to re-enter under the provisions of the 1911 Act. A proviso for re-entry if the lessee, his executors, administrators, or assigns, should become bankrupt, refers only to the bankruptcy of the person holding the estate, and the lessor cannot re-enter on the bankruptcy of the lessee after he has assigned his interest away: *Smith* v. *Gronow*, 1891, 2 Q.B. 394.

(To be continued).

The Insurance of Mortgaged Ships.

ALTHOUGH one or two aspects of *P. Samuel and Company Limited* v. *Dumas*, 1924, 3 A.C. 431, have already been commented on in the SOLICITORS' JOURNAL, yet that case raises such a variety of important points that a more detailed discussion of the principles involved seems desirable. The whole position of mortgagees of insured ships was discussed very fully in the House of Lords, and although there were strong dissentient minorities on two of the five questions finally decided by the House, yet the weight and value of the case as an authority on the matters in issue is not impaired thereby, and its conclusions require to be noted. We propose, therefore, to indicate *seriatim* the views of the court in each of these five issues.

Only a brief note of the facts is necessary. A Greek subject purchased a British ship, *i.e.*, a ship registered on the British register. For the purpose of the purchase, he obtained an advance from his banker to be secured on the ship by a mortgage. The ship was removed from the British register, and was to be transferred to the Greek register, no doubt to meet statutory obstacles in the way of alien ownership of British ships. Therefore the mortgage consisted of two documents, the first a mortgage of the ship in the British statutory form for the mortgage of ships, and the second a deed of covenant and mortgage agreement in which the purchaser undertook to execute the mortgage in Greek form when once the re-registration had been effected. In this second document there were also (1) an assignment by the purchaser of all insurance policies to be effected therein by way of additional security for the bankers' loan, and (2) a covenant to insure the ship and her freight as the mortgagees should approve. The Greek registration of mortgage never took place, and the court found as a fact that under Greek law in these circumstances the mortgage was invalid as such. In pursuance of the covenants to insure, however, shipbrokers—acting as agents on behalf of the owner, mortgagees, and all others having an insurance interest in the ship—took out two policies, one a marine policy against the common form perils of the sea, and the other a war risks policy. The marine policy contained the usual F. C. & S. clause, and also a warranty that the amount insured for account of assured should not exceed a certain limit. As a matter of fact, the amount of marine risks insured against in the first policy did not exceed this limit, but the amount insured against by way of war risks did exceed it, so that if the warranty covered all policies to be effected, and not merely the one in which it was inserted, there had been a clear breach of the warranty. On the other hand, the underwriters of the marine policy were parties to the action of the shipbroker in obtaining the war risks policy, so that they were in law cognizant of the over-insurance resulting from this breach of warranty.

In the event the ship was scuttled, so the court found, by the crew with the connivance of the Greek owner, although of course the mortgagees were completely innocent of any complicity in this act. They claimed against the underwriters under the marine policy, and succeeded on that claim in the first instance court, but the Court of Appeal reversed the judgment in their favour, and the House of Lords have now upheld the Court of Appeal.

In these rather complicated circumstances five important issues finally emerged:—

(1) Has the mortgagee an insurable interest in the ship?

(2) If so is his interest an original interest, and therefore not tainted by the fraud of the mortgagor who assigned the policy to him, or is it a mere derivative interest as assignee of the mortgagor, and therefore voided by the latter's frauds, since such an assignment is necessarily "subject to the equities"?

(3) If the mortgagee has an insurable interest, not tainted by the mortgagor's fraud, is it avoided by the breach of warranty, namely, the over-insurance against war perils in the second policy, or is it unaffected by that second policy?

(4) If voidable as a breach of warranty, can the insurable interest of the mortgagee nevertheless be protected on the ground that the marine underwriters were aware of the over-insurance in the war risks policy?

(5) Was the loss of the ship by "scuttling" a "peril of the sea"?

As a matter of fact the House found that (1) the mortgagee had an insurable interest, (2) that it was original, not derivative, and therefore not tainted by the mortgagor's fraud, (3) that the over-insurance against war risks was a breach of the warranty in the marine policy, but (4) that this was waived by the underwriters' acquiescence in the application for that policy, and finally (5) that "scuttling" is not a peril of the sea. Lord SUMNER strongly dissented on the last point, and certainly the authorities are rather in favour of his view, but the matter is now concluded against it. The result, of course, is that the mortgagees, although successful on the four earlier issues, failed to recover since the policy was a common form marine policy, in which the only relevant risk was that of "perils of the sea." Each point needs a little discussion in detail.

The first question is one of immense importance. On the evidence as to Greek Law, it was clear that, at the date of the loss, although the ship was itself on the Greek register, the mortgage had not been registered and had no validity in Greek Law. Therefore, *primâ facie*, the mortgagee has no valid security on the ship, and therefore no interest in her which can be the subject of insurance within s. 14 of the Marine Insurance Act, 1906: *Stainbank* v. *Fenning*, 1851, 11 C.B. 51; *Castillain* v. *Preston*, 1883, 11 Q.B.D. 380; *Ebsworth* v. *Alliance Marine Assurance Co.*, 1873, L.R.C.P. 596. The House of Lords, however, rejected this interpretation of s. 5. Sub-section (1) of that section defines a person having an insurable interest as one "interested in a marine adventure," and s-s. (2) says: "In particular a person is interested in a marine adventure where he stands in any legal or equitable relation to the adventure or to any insurable property at risk therein, in consequence of which he may benefit by the safety or due arrival of the insurable property, or may be prejudiced by its loss or by damage thereto, or by the detention thereof, or may incur liability in respect thereof." In the present case the mortgagees had advanced moneys on the strength of contracts by the mortgagor to procure for them a valid security on the ship, and although he had not performed his promise, yet clearly the contract was one which he could enforce at least in a British Court of Equity by a claim for specific performance; and clearly he was prejudiced in this "equitable relation" by the loss of the ship: *Wilson* v. *Jones* L.R. 2 Ex. 139. Therefore the mortgagee must be deemed to have an "insurable interest" in the marine adventure sufficient for the purposes of s. 5.

The next question is at first sight much more puzzling. The shipbrokers effected the insurance policy on behalf of both mortgagor and mortgagee, but the latter's right to the benefit of the policy seems to arise out of the clause in the second mortgage documents which assigned to the mortgagee the benefits

of the insurance policies to be effected. Had the policy been actually taken out on behalf of the mortgagor alone and then assigned to the mortgagee in so many words, it could scarcely have been argued that the mortgagee's interest was any higher than that of a mere assignee, who takes subject to the equities, and therefore is disentitled to recover if his assignor forfeits his rights by fraud. As it was, however, the policies were taken out subsequently to the document assigning them and were effected by the broker, in his own name, as agent for all parties interested, including mortgagor and mortgagee. As the mortgagee had in fact an independent insurable interest, namely, the amount of his debt, he is under this arrangement an original party to the insurance so far as that amount is concerned—but probably only an assignee as regards the mortgagor's interest in the insurance funds. Having an original interest, then, in part of the policy the mortgagee was not affected, so far as that part is concerned, by the fraud of the mortgagor, and could recover on the policy notwithstanding the defence in equity against the latter.

This, however, does not quite conclude the difficulty. Even if the mortgagee is an original party to the joint adventure, it is arguable that all persons jointly insured in a marine adventure are disentitled by the fraud of one of them, however innocent the others may be; in other words, it may be contended that the principle of "identification of interests" applies to all in the case of a fraud by scuttling, just as it does in the case of "negligent navigation," which occasions a collision: *Anderson & Co.* v. *Thames and Mersey Marine Insurance Co.*, 1898, 2 Q.B. 114. There is much cogency in this argument, but the rule of "identification" has not hitherto been applied to a case of fraud, and the House of Lords refused to extend it to such cases.

The third point, whether or not there was in fact a breach of the warrantry against over-insurance, seems at first sight rather technical. Here, the marine policy warranted that there should be no over-insurance, *i.e.*, no insurance beyond the artificial amount agreed to be deemed the value of the risk; the clause was that known as P.P.I. and F.I.A., *i.e.*, "policy proof of interest" and "full insurance admitted." Nor was there any over-insurance in the marine policy itself. The over-insurance occurred in a separate policy, that against war risks. Why is this material to the marine policy? The reply is, as Lord Justice SCRUTTON pointed out in the court below, that the reason for such warranties as this being inserted is to prevent the assured from succumbing to the temptation of throwing away an over-insured-vessel, and such temptation exists equally whether the over-insurance is in the marine or the war policy. True, he cannot recover on both the marine and the war risks policy; the loss must be due to one or the other; but he has a temptation to contrive a loss which will look like a war loss, but which may very well turn out to be merely a marine loss, so that the marine underwriter has to pay the piper—unless the fraud can be proved. To diminish this temptation these warranties are inserted, and breach by over-insurance in the war policy is just as grave a danger to the underwriter as is such over-insurance in the marine policy itself on which alone he is liable. Therefore the House held that there had been a breach of warranty which *primâ facie* invalidated the insurance policy.

This, however, turned out to be immaterial. It raised the fourth issue, whether or not there had been a waiver of the breach by the underwriter, for s. 34 of the Marine Insurance Act, 1906, provides that "a breach of warranty may be waived by the insurer." Now a right may be waived either by express words or by conduct inconsistent with the continued assertion of the right. Even whether this is no waiver in law, either express or implied, there may be a waiver in equity, for a party may act in such a way that it would be inequitable of him to enforce his legal right. Here the shipbroker who effected the marine policy containing the warranty also effected the war policy containing the over-insurance alleged to be a breach, and the underwriter's representative initialled the slip of this policy as well. That being so, the House held that—in the absence of evidence to prove that the representative acted without authority—his principals, the underwriters, were bound by his acts and must be deemed to have waived the breach of warranty.

This, then, brought the House to the final point, whether or not loss by scuttling is loss by a "peril of the sea"—for no other risk in the marine policy covered it. Here the court took a short and simple view. The First Schedule to the Marine Insurance Act of 1906 defines "perils of the sea" as "fortuitous accidents or casualties of the sea," and they declined to consider deliberate scuttling as "fortuitous" or "accidental"—notwithstanding previous decisions given before the enactment of the Act, *e.g.*, *Small* v. *United Kingdom Marine Mutual Insurance Association*, 1897, 2 Q.B. 43. It is true that there are *dicta* supporting the view now taken, but the general view of lawyers has hitherto been against it, and this view expressed by Lord SUMNER in an able dissenting judgment.

Disqualification of Witnesses by Marriage.

THE *cause célèbre* of *Russell* v. *Russell*, *ante*, p. 682, has drawn attention to a rule of law which otherwise would probably never have been heard of by the average legal practitioner, namely, the disqualification of a father from giving testimony adverse to the legitimacy of a child born to his wife during wedlock, where opportunity of access exists. This, however, is not the only class of cases in which disqualifications of witnesses still exist for certain limited purposes. It is still law that, excepting in cases where a statute expressly otherwise provides, neither husband nor wife can be called as a witness against the other spouse in a criminal trial. There are two distinct classes of cases: (1) those in which the spouse is *both* competent and compellable as a witness, and (2) those in which he or she is competent but not compellable. The *locus classicus* in which the relevant law will be found is *Leach's Case*, 1912, A.C. 305; 56 SOL. J. 342, although the law has been slightly modified since then by subsequent Administration of Justice Acts. The best and most thorough summary of the rule and its history is Mr. HERMAN COHEN's admirable brochure on "Spouse-Witnesses in Criminal Cases," 1913, which contains an accurate and scholarly account of this important principle of evidence with references to all the relevant authorities. The statement of the rule which we offer here is largely based on Mr. HERMAN COHEN's researches and for several of our quotations we are indebted to him.

At Common Law, of course, neither in a civil nor in a criminal trial could the defendant give evidence, *Dymoke's Case*, Savile's Report, 1582, p. 34; but this rule has long been abolished as regards civil cases, although it was not abolished in matrimonial causes until 1869, nor in criminal causes until the Criminal Evidence Act of 1898 permitted a prisoner to go into the witness box and give sworn testimony on his own behalf. Prior to that date a practice had grown up of allowing the accused, if he so desired, to make an unsworn statement on his own behalf from the dock; of course, he could not be cross-examined. This was a matter within the discretion of the trial judge and not all judges gave always the necessary permission. It had advantages for the prisoner as well as drawbacks. The prisoner escaped cross-examination, which is often very deadly: on the other hand his testimony scarcely carried the same weight in a statement as it does when given sentence by sentence, in reply to counsel's questions, on oath, especially if it successfully withstands a searching investigation at the hands of the prosecution. Of course, if a prisoner does not go into the box, juries nowadays convict him almost as a matter of course. In substance, it may be said that a prisoner, or a civil defendant, nowadays *must* give evidence, under the sanction of almost certainly losing their cause if they do not. This is an aspect of the change in the law, introduced in 1898, as regards accused persons, which has always

been very obvious to practitioners in the criminal courts, but has occasionally been overlooked by legal reformers, and is ignored altogether by the general public. The issue decided in 1898 was nominally whether a prisoner should be a *competent* witness on his own behalf, but really whether he should be for all practical purposes a *compellable* witness.

Now, although at Common Law the prisoner could not give evidence, yet the prosecutor could. In a civil suit neither party, plaintiff and defendant alike, could give evidence. But in theory of law the prosecutor is *not* a party in a criminal suit; the parties are the Crown and the prisoner, as is still preserved visibly in the quaint oath administered to juries, which binds them "to well and truly try" the issues "and true deliverance make between our Sovereign Lord the King and the prisoner at the Bar." Therefore, not being technically a party, the prosecutor could give evidence. At least, he was not necessarily disqualified as a witness. He might, however, be disqualified on the ground of "interest." The rule was that, if he had any "private advantage" to gain by the determination of the prosecution against the prisoner, the prosecutor was not allowed to give evidence. And in such a case, neither could his wife give evidence, for "husband and wife were one" at Common Law, and the husband's private advantage was deemed to be that of the wife as well: Gilbert's Evidence, Edition of 1791, pp. 221, 252. This exclusion, however, was altered—not by legislation, but by judicial interpretation of the law—as the result of the decision in *Rex* v. *Houlton*, Jebb. 24, which took place in 1823. Thereafter the prosecutor's wife was admissible whenever the prosecutor himself was admissible. Perhaps it is scarcely necessary to add that in 1843 Lord DENMAN'S Act, 627 Vict., c. 85, wholly abolished incompetency of witnesses on the ground of "interest," both in civil and in criminal causes, although the statute expressly kept alive the disqualification of a "party" in civil cases, but not that of his spouse. A series of statutes, passed in 1846, 1852, and 1854 respectively, amended the Law of Evidence in civil cases, and finally put an end to the disqualification of "parties" in all civil proceedings, but did not abolish that of the prisoner and his or her spouse in criminal proceedings.

As regards the prisoner, his or her spouse was forbidden to give evidence either for or against him by the operation of the Common Law rule which treated husband and wife as one, and therefore regarded the wife as being "a party" where her husband was a party. The general rule is laid down by COKE, 1628, in these terms: "Note, it hath been resolved by the justices that a wife cannot be produced either against or for her husband *quia sunt duae animæ in carne una*; and it might be a cause of implacable discord and dissention between the husband and the wife, and a means of greate inconvenience; but in some cases wives are by law wholly excluded to bear testimony, as to prove a man to be a villein, *mulieres ad probationem status hominis admitti non debent*." It will be observed that, if COKE correctly represents the view of the Common Law, the "unity" of husband and wife is that of the body and not of the soul, and the grounds for excluding the wife's testimony were utilitarian rather than sacramental.

In 1872 this Common Law rule was partially modified, for the first time, by a statute, namely the Licensing Act, 1872, s. 51 (4) of which enacts that "in all cases of summary proceedings under this Act the defendant and his wife shall be *competent* to give evidence"; the italics, of course, are ours. Note, the spouse is *competent* but not *compellable*.

Other enabling enactments followed until the Criminal Evidence Act, 1898, 61 & 62 Vict. c. 36, provided by s. 6 (1): "This Act shall apply to all criminal proceedings, notwithstanding any enactment in force at the commencement of this Act, except that nothing in this Act shall affect the Evidence Act, 1877."

The words of these enabling enactments fall into three classes, which are enumerated by Mr. HERMAN COHEN, *loc. cit.*, as follows:—

"As the Criminal Evidence Act does not apply to Ireland (s. 7 (1), except ss. 1-4 thereof in respect of the Motor Car Act, 1903, by 3 Edw. 7, c. 36, s. 19, s-s. 4), and most of the enabling Acts mentioned do, it may be useful to refer to some of them briefly in detail.

"The words of these measures declaring the admissibility of spouse-witnesses fall broadly into three classes:

"They are—

"(i) 'competent but not compellable';

"(ii) 'competent,' 'admissible,' 'an ordinary witness in the case' (or words to that effect);

"(iii) 'competent and compellable.'

"(i) Taking two instances together, in s. 20 of 48 & 49 Vict., c. 69, the Criminal Law Amendment Act, 1885, and in s. 7 of 52 & 53 Vict., c. 44, the Prevention of Cruelty to Children Act, 1889 (now repealed and replaced by s. 133 (28) of the Children Act, 1908, 8 Edw. 7, c. 67), there cannot be the slightest doubt that the Legislature intended that the spouse-witness should be competent for the prosecution as well as for the defence. . . ."

(ii) The second class of cases is represented by certain statutes, such as the Sale of Foods and Drugs Act, 1875; the Army Act, 1881; The Corrupt and Illegal Practices Prevention Act, 1883, and a few others. In these cases the witness is clearly both competent and compellable for the prosecution, unless the words "as an ordinary witness in the case" are to be given a peculiar meaning.

(iii) The third class of cases, making the spouse both competent and compellable in wholly criminal proceedings is represented by s. 12 of the Married Women's Property Act, 1882, which is in these terms: every married woman "shall have in her own name against all persons whomsoever, including her husband . . . (subject, as regards her husband, to the proviso hereinafter contained), the same remedies and redress by way of criminal proceedings, for the protection and security of her own separate property, as if such property belonged to her as a *feme sole* . . . in any proceeding under this section a husband or wife shall be competent to give evidence against each other, any statute or rule of law to the contrary notwithstanding: Provided always, that no criminal proceeding shall be taken by any wife against her husband by virtue of this Act while they are living together, as to or concerning any property claimed by her, nor while they are living apart, as to or concerning any act done by the husband while they were living together, concerning property claimed by the wife, unless such property shall have been wrongfully taken by the husband when leaving or deserting or about to leave or desert his wife."

All these earlier enabling statutes, in the case of England, but apparently not of Ireland, are now repealed and re-enacted in somewhat wider terms in the schedule to the Criminal Evidence Act, 1898, which for the first time permitted a person to give evidence on his own behalf. The statute enables his wife to be called by the prisoner, but does not permit her to be called by the prosecution except in certain cases set out in the schedule. At this point we quote again Mr. COHEN'S careful statement of the rules: "(*a*) *Competency*.—By s. 4 (1): 'The wife or husband of a person charged with an offence under any enactment mentioned in the schedule to this Act may be called as a witness either for the prosecution or defence, and without the consent of the person charged.'

"It is not open to doubt that the words 'without the consent of the person charged' mean as to spouse-witnesses for the prosecution that the defendant has no veto.

As to such witnesses for the defence, it is submitted that these words cannot possibly mean that a defendant's wife or husband can be called for him or her against his or her (the defendant's) will. Such a thing is unknown in our procedure. Moreover, the general rule as to the defence, enacted in s. 1 (*c*), distinctly contradicts any such meaning, for it says, 'The wife or husband of the person charged shall not, save as in this Act mentioned, be called as a witness in pursuance of this Act except upon the application of the person so charged.' The saving referred to is amply satisfied by the exceptions in s. 4 (1) as to spouse-witnesses for the prosecution (and, possibly, for a co-defendant).

"(b) *Compellability.*—This sub-section having made spouse-witnesses competent for the prosecution in the scheduled cases *Leache's Case* in the House of Lords decided that such witnesses were not compellable: 'Under s. 4 of the Criminal Evidence Act, 1898, the wife of a person charged with any offence to which the section applies is not compellable to give evidence against her husband.' (1912, A.C. 305.) That, therefore, is the law." (Cohen, pp. 18, 19.)

It only remains to enumerate those offences in respect of which the schedule to the Criminal Evidence Act, 1898, as amended by later legislation, renders a wife both *competent* and *compellable* as a witness for the prosecution. These are the Vagrancy Act, 1824; the Poor Law (Scotland) Act, 1845, s. 80; Offences against the Person Act, 1861, ss. 48, 52, 53, 54, 55; the Married Women's Property Act, 1882; The Criminal Law Amendment Act, 1885; Punishment of Incest Act, 1908; and The Children Act, 1908.

The Romance of Law.

DR. JOHNSON, in old age, was once worried by the irrepressible Boswell, who with his usual maladroit inquisitiveness asked the great writer whether he would not have been more successful in the world if he had gone to the Bar. Johnson, twenty years before, had in fact attempted to be called at one of the Inns of Court, but could not get admission because (1) he could not pay the fees, (2) he had not taken his degree at Oxford, and (3) he did not possess the heraldic arms of a gentleman—then, and for a century afterwards, nominally required of every entrant to either the English or the Scots Bars, although in England the Heralds' Office could issue a patent on payment of certain prescribed fees. Failing admission to an Inn of Court, Johnson had sought to be called to the Ecclesiastical Bar at Doctor's Commons, but this required the degree of Doctor of Laws. Johnson's friends applied to Dublin University to grant him a degree *honoris causâ*, but the attempt failed—largely owing to the lukewarmness of Burke, as Johnson always believed, in consequence of which grievance he never altogether forgave the famous orator.

Having failed in middle life to obtain admission to the Bar, Johnson was intensely irritated when Boswell recalled the matter. Nor was his annoyance lessened by the unctuous way in which his *Fidus Achates* dwelt on Johnson's great qualities and suggested that he must have risen to the head of the profession—might have become Chief Justice, like Mansfield, for example. "Sir," he shouted in vexation, "why do you talk of this now that it is of no avail." No doubt he felt the sting of his failure and a certain bitterness clouded his recollection of a painful and humiliating episode in his obscure early life. But one may speculate with Boswell as to what would have been the doctor's fate had any of the four Inns been willing to call him. No one can ever predict who will succeed and who will fail at the Bar. The most unlikely men often go to the top; the most promising still more frequently fail. A commanding appearance, immense industry, sound scholarship in law, ready eloquence, tact, graciousness, temper, geniality—these all combined are often found in men who nevertheless have failed. Of too many brilliant youths who waste a lifetime at the Bar one can only say, as Tacitus expressed it of a Roman Emperor, *Judicio Omnium capax Imperii, nisi imperasset.* Had they not come to the Bar, everyone would have said they had missed their true vocation. And this might well have been so with Johnson.

AN UNPUBLISHED CONVERSATION WITH DR. JOHNSON.

In these circumstances readers of the SOLICITORS' JOURNAL will note with interest an important addition to our knowledge about Dr. Johnson's views of the Law which appear in "Notes and Queries," 31st ult. A correspondent, in the course of a discussion about men of humble birth who have risen to eminence in the legal profession sends in this note of a conversation between Dr. Johnson and his grandfather-in-law:—

"Sir Henry Russell, my husband's grandfather, who was often in company with Dr. Samuel Johnson during the last ten years of his life and was with him shortly before he died, left several interesting notes of their conversations. One evening in 1781 Dr. Johnson told him that he had that day given to the publishers the last sheets of his 'Lives of the Poets,' and a question arose as to what he should next engage in. 'The Lives of English Lawyers' were mentioned. The doctor asked which of them? Sir Henry suggested Lord Mansfield. 'And what is there in Lord Mansfield,' said Johnson, 'that would induce me to write his life? Born of a noble family, reared with a costly education, and entering the world with all Scotland at his heels, what is there to wonder at in his elevation? If his nurse had foretold it, you would not have taken her for a witch. No, sir, if I were to write the life of an English lawyer it should be the life of Lord Hardwicke—a son of the earth, with no education but what he gave himself, no friends but of his own making, who still lived to preside in the highest court of the kingdom with more authority, in the Cabinet with more weight, and in the Senate with more dignity, than any man who had gone before him. If his nurse had dared to foretell of him that he would rise to such a height, sir, she'd have swung for it.'"

LORD MANSFIELD AND LORD HARDWICKE.

À propos of the conversation noted above, another correspondent, Mr. H. A. de Colyar, K.C., wrote to point out that "Dr. Johnson's opinion after refusing to write 'The Lives of English Lawyers,' beginning with that of Lord Mansfield, that the biography of Lord Hardwicke would be of far greater public interest, exactly accords with Lord Mansfield's own views expressed in the following terms to a person who desired to write his life: 'My success in life is not very remarkable; my father was a man of rank and fashion; early in life I was introduced into the best company, and my circumstances enabled me to support the character of a man of fortune. To these advantages I chiefly owe my success, and therefore my life cannot be very interesting; but if you wish to employ your abilities in writing of a truly great and wonderful man in our profession, take the life of Lord Hardwicke for your object; he was indeed a wonderful character—he became Chief Justice of England and Chancellor, from his own abilities and virtues—for he was the son of a peasant.' (Lord Campbell's 'Lives of the Chief Justices,' Vol. II, p. 302)."

THE ROMANCE OF THE OLD BAILEY.

Different as are the standpoints of Dr. Johnson and Lord Mansfield, Englishman and Scot, journalist and lawyer respectively, both had one point in common—they felt deeply the romantic lure of Law. The Temple, Lincoln's Inn and the Old Bailey, appealed alike to each, as they have appealed to countless others in each of their professions. Wherein lies this perennial romance? We will try to analyse it in the case of the "Old Bailey," which is perhaps the most typical of our legal institutions in that visible shape which appeals to the public at large.

In its beginnings the Old Bailey was merely a superior sort of police court, it was the Quarter Sessions for the City of London. There from the beginnings of Norman rule in England, Mayor, Recorder, Common Serjeant and Aldermen sat to hear indictments just as they did in every other English borough. But the growing importance of London gave to its court and its Recorders a special importance; men of mark at the Bar used to seek election to this office at the hands of the liverymen and the common councillors—even as they do to-day. After the Reformation aspirants to the great offices of Lord Chief Justice, or even of Lord Chancellor, found the Recordership of London a convenient stepping stone on their upward path. The celebrated Jeffries earned fame as an advocate at the Old Bailey; indeed a malicious tradition has it that he was in fact never called to the Bar, but put on wig and gown during the years of confusion which intervened between the death of Cromwell and the accession of Charles II. His skill as a pleader, added to his extraordinary gift of brow-beating and bullying both witnesses and prisoners, soon earned him success in that rough age, when coarser merits proved useful in practical life than would avail to-day. The Common Council were delighted with the audacity with which he tackled the Crown prosecutors, and duly elected him Recorder. In that capacity his wit, dominance of character, and commanding fluency of speech soon won him notoriety. Perhaps his success was not wholly unlike that of an eminent judge of our own age whose personal charm, literary talent and artistic assertion in his judgments and sentences of passions shared by the populace, gradually won for him an unique standing in the public favour. Certainly, when Jeffries sat as Recorder, the courts in Newgate Street were always crowded with fashionable ladies and gallants, as well as prentices and sempstresses, anxious to hear the scathing savagery of the sarcasm he expended on the unhappy prisoner whom he sent to the cart's tail or the gallows. And doubtless it was this popular favour which led to his rather unexpected promotion to the Chief Justiceship.

The Old Bailey of Jeffries' day was not yet the Central Criminal Court of our own age. It was in 1834, when Sir Robert Peel was busy with a multitude of legal reforms and improvements, most of which have been rather overlooked in the stirring events of an epoch which saw parliamentary reform, the emancipation of the slaves, and the initiation of free trade, that a measure was introduced for the expansion of the Old Bailey from a mere court of quarter sessions restricted in its jurisdiction to the narrow area of the City into a court having the functions of an assize court over several English counties. There had been previous extensions of the jurisdiction, but it was Peel who put it on its present wide basis. The Court was reconstituted and its judges were

named "Commissioners of the Central Criminal Court." They included a High Court judge, the Recorder, the Common Serjeant, two barrister-commissioners, and the Mayor and Aldermen. But the powers of the last two were reduced, and they no longer sit to try criminal causes in this court; they retain, of course, petty sessional and quarter sessional jurisdiction within the City and sit in these capacities at the Guildhall Police Court. Henceforth the Central Criminal Court became the primary criminal court of the Kingdom. But to the press and the public it retained and still retains its familiar name of the "Old Bailey." The word means "Bailiwick" or "Bailliage," *i.e.*, the jurisdiction of a "Baillie" or town magistrate; the meaning has been transferred from the abstract jurisdiction to the concrete place where it is exercised.

But the Old Bailey of to-day is not the famous building so well known to English history and English literature. It is not even built on the same old site. It is barely twenty years since the grim, dungeon-like old prison court half-way up Newgate Street was closed and the handsome new building, which looks rather like a town hall than a court of life and death, was erected in its place at the head of the same street. Nothing could be less like one another than the old building and the new. Grimness has given place to ornateness and splendour. Crabbed and suffocating little cell-like courts have been replaced by handsome halls and corridors with painted windows, parterred floors, and panelled partitions. The very docks in each of the commodious court rooms look airy, elegant and handsome appurtenances of a stately building.

And indeed the spirit of the place has changed. The change of the outward aspect of the building has been accompanied by a change in its inner attitude of mind. The law has grown more humane, more just, more willing to allow the accused every reasonable latitude of defence. Counsel have ceased, very largely, at any rate, to rely on the browbeating of witnesses: suavity and courteous persuasion are now the rule of the day. The flowers placed afresh each day in front of the trial judge, once a necessity to cleanse the building of the intolerable stench emitted by prisoners rotting in miserable dungeons called cells, now symbolize the new spirit of culture and scholarship and hopefulness which permeates the place. All this is well; one would not have it otherwise. But something of the wonderful romance which haunted the Old Bailey of previous centuries has departed, with its abuses, in the twentieth century.

Married Women and Settlements of the Home.

A new terror for husbands has been created by the recent decision of Mr. Justice Russell in a case in which a wife applied for an injunction to restrain her husband from entering her house, at which they both lived with three young children. His lordship decided that under the Married Women's Property Act of 1882 a wife is entitled to turn her husband out of her house, even if it is the only house they have, and his view has been upheld by the Court of Appeal.

This far-reaching decision has created a very difficult situation for a very numerous class of husbands. It often happens that business men, especially tradesmen, who run greater risks of failure and bankruptcy than others, settle their homes on their wives in order to have a roof over the head of their families in case of disaster. It is now clear, as Mr. Justice Russell's decision has been upheld in the Court of Appeal, that, such wives, if they please, can turn their husbands out of the home at any moment.

It may be argued, of course, that wives are not likely to do anything of the sort, unfortunately, nowadays, we cannot lay down any general rules about women—such as in the Victorian Age novelists and essayists were so fond of doing. A woman may quarrel with the best of husbands: there are women who do so. She may be vindictive: there are some vindictive women in the world. Or she may take a fancy to another man, and find her husband's society distasteful. Then, if the house is in her name, she can turn him out.

The moral would seem to be that husbands should not take any risks; they should be careful to keep the house in their own name, and never under any circumstances give way to the temptation of living in their wife's own house. But men in love will not consider these possibilities, whatever their lawyers may advise them. They assume that their chosen one will ever be true to her marriage vows, whatever other women may be. They laugh at the friend who hints at dangers and warns them to be cautious. He is a poor, blind misogynist with a kink somewhere, as they say to themselves.

Faith and trust are beautiful things. None but a pessimist or a cynic would wish lightly to belittle them. But they can be carried too far. The modern man must wake up to the fact that the law has nowadays been twisted round until it is wholly in favour of the married woman. If she is a bad-hearted or tyrannical woman she can ruin her hapless husband.

This is the day of sex-equality. Women demand and have practically gained equal rights with men in every sphere of life. But they retain at the same time all sorts of privileges not conferred on men. And they are almost wholly freed by the law from masculine responsibilities. There is something wrong about this. Legal reformers should turn some small part of the attention they so eagerly give to discovering far-fetched feminist grievances to the plain truth of remedying the many anomalies—extremely unfair to husbands—which now exist in our marriage laws.

Res Judicatæ.

Roads and Bridges at Common Law.

(*Glasgow Corporation* v. *Barclay, Curle & Co.*, 67 SOL. J. 724; *Attorney-General* v. *Lagan Navigation Co.*, 1923, 1 Ir. R. 91).

The common law rights and obligations of road authorities in respect of roads and bridges do not often arise nowadays in an English case because a series of statutes has for all practical purposes substituted more expeditious remedies. But in Scotland and Ireland, where as in England the main roads and the bridges were under the jurisdiction of the county authority, statute law has not yet so completely supplanted the Common Law, and cases illustrating the principles of law applicable still arise. The decisions noted above relate, one to a road and one to a bridge respectively.

It has been decided in *Glasgow Corporation* v. *Barclay*, *supra*, that at Common Law a county or borough road authority cannot complain of fair wear and tear, but can recover damages for abuse of the roads by bringing over them weights of an unusual and excessive description. In judging of the reasonableness of the weights sent over any particular roads the court must keep in view the general and long-continued practice in transporting traffic through the locality and over the roads which are the subject of the dispute. But no absolute boundary line can be laid down in law differentiating reasonable from unreasonable traffic. Each case must be judged on the merits by a consideration of all the relevant surrounding circumstances.

Where a company of statutory undertakers is authorized by a Private or Local Act to construct a canal or railway and has imposed upon it the duty of erecting and maintaining a bridge to carry a main road over the bridge, the county road authority is charged with the duty of seeing that this statutory obligation is duly performed. An action or information will lie at the suit of the Attorney-General acting on the relation of the county council as such road authority, and in *Attorney-General* v. *Lagan Navigation Co.*, *supra*, such proceedings were taken for a declaration that the statutory undertakers were bound to keep the bridge in good and serviceable repair and in an efficient state, so that it might be sufficient to carry whatever present-day ordinary traffic of the district might reasonably be expected to pass over it. This, however, is *not* the measure of liability. It was held by the Irish Court of Appeal that the undertakers are liable to maintain the bridge only in such repair as is necessary to carry the quantity of traffic that existed in 1843, the date when the bridge was constructed.

Accidents in the Course of Employment.

(*Hewins* v. *St. Helens Colliery Co.*, 92 L.J., K.B. 196; *Morgan* v. *Guest, Keen and Nettlefold*, 1923, 92 L.J., K.B. 192.)

The two recent cases quoted above may be regarded as having practically settled the vexed question as to an employer's liability for accidents to workmen which happen during the transit to and from work in trains provided by, or by contract with, the employers. The leading case is *Cremins* v. *Guest, Keen and Nettlefold, Limited*, 1908, 1 K.B. 469, which, however, had been somewhat doubted of late years until reaffirmed by the two cases in question

In *Hewins* v. *St. Helens Colliery Co.*, *supra*, a collier returning home from his day's work, was injured by an accident to the train in which he was travelling. The train was provided by contract between the employers and the railway company for the use of workmen from the employers' pits. The employers paid the company a lump sum calculated according to the number of workmen passengers from time to time, and issued periodical tickets to the men at rates less than half the ordinary workmen's fares. Such fares were deducted weekly from their wages by agreement. Both the employers and the workmen agreed to indemnify the railway company against any claim they might make for damages for injury caused by any act of the railway company's staff. The Court of Appeal held, that

the county court judge was right in holding that the workman's journey home in the train was undertaken as part of his contract of service, and therefore that the accident arose out of and in the course of the employment within s. 1, s-s. 1 of the Workmen's Compensation Act, 1906.

In *Morgan* v. *Guest, Keen, and Nettlefold, supra*, a collier travelled from home to his work by a special train provided by the railway company at the cost of the employers. From the point where he left the train he had to walk some distance to the colliery level, and he went by a route which took him across a farmyard, by permission of the farmer. While crossing the yard on a dark and frosty morning, he slipped on some ice and fell, injuring his right leg. The Court of Appeal held, that the employment having begun when the workman entered the train, there was no break in it between the time of leaving the train and reaching the pit, as there was no deviation from a usual and recognised route, and therefore the accident arose out of and in the course of the employment.

"True Owner" under the Bills of Sale Acts.

(*Harrods, Limited* v. *Stanton*, 1923, 1 K.B. 516.)

Under s. 5 of the Bills of Sale Act (1878) Amendment Act, 1882, a bill of sale is void unless it complies with a number of burdensome statutory conditions, one of which is that the name of the "true owner" must be correctly set out. The question frequently arises whether the grantor of a bill of sale, comes within these words, "true owner," which has gradually come to have a rather technical meaning. *Harrods, Limited* v. *Stanton, supra*, illustrates the intricate character of the questions which may arise. Here, a husband—while in debt to the claimants—executed a deed of gift of his furniture in favour of his wife. She in her turn executed a bill of sale over certain goods which included this furniture to the claimants. After this bill of sale had been executed, the husband's creditors took proceedings to set aside the deed of gift of the furniture as being a fraudulent conveyance to defeat creditors contrary to 13 Eliz., c. 5. They succeeded, and then sued the husband on his debt to them. They recovered judgment and put in execution on *inter alia* this particular lot of furniture.

Thereupon the claimant put in his claim as grantee of the furniture under the bill of sale, his contention being that, at the time of its execution, the wife had a title to the goods which was only defeasible if and when the husband's creditors subsequently took proceedings to set it aside. Until they did so she had a title to the goods, and could convey the same to a *bond fide* purchaser for value, such as the claimant undoubtedly was. He would take the goods free of the equities (of which he had no notice), in favour of the husband's creditors, and therefore would have a good title to the goods.

The sheriff took out an interpleader summons and an issue was directed to be tried between the claimant, the grantee under the wife's bill of sale, and the husband's execution creditors. On the trial of the issue it appeared that the real question was whether or not the bill of sale was in proper statutory form, inasmuch as it described the grantor (the wife) as the "true owner" of goods to which her title was based solely on a fraudulent conveyance. The court held, however, that an owner having merely a defeasible title is, *pro tem.*, the "true owner," so that the bill was valid.

Transfers under Bills of Sale.

(*Marshall & Snelgrove, Limited* v. *Groves*, 1923, 1 K.B. 356).

A very important short point was decided in this case, which arose under s. 10 of the Bills of Sale Act, 1878. This distinguishes between original bills of sale and "transfers or assignments" of bills; the former must be registered, but the latter need not be. Here a borrower gave a bill of sale over certain chattels to secure a loan of £1,000, with interest. Part of the principal was in due course repaid. Subsequently the grantee of the bill, *i.e.*, the lender of the money, executed a deed, transferring the security and the chattels to a third party, who had paid off the amount of principal remaining due under the bill of sale, and who had made to the grantee a further loan such that the total amount secured was £1,000. The question then arose whether this was an original "bill of sale" or a "transfer"; and notwithstanding the decision in *Horne* v. *Hughes*, 6 Q.B.D. 676, the court held that it was a new bill of sale, which was void in the absence of re-registration.

Wife's Right to Independent Legal Advice.

(*Western* v. *Fairbridge*, 1923, 1 K.B. 667.)

The question whether or not there exists a presumption that a wife, executing a deed in the presence of her husband, without the benefit of independent legal advice, acts under her husband's undue influence, is one that is frequently being raised in different firms, but the courts have generally avoided giving a clear decision on the point. It would certainly be awkward if the presumption, which exists as between parent and child, solicitor and client, confessor and penitent, were extended to the case of a husband's relations to his wife; nor would such a presumption correctly represent the facts of modern social life. It will, in fact, complicate married life by rendering necessary the constant interference of an extraneous legal adviser. In these circumstances, the modern tendency is to refuse to extend the rule in this direction, and in *Western* v. *Fairbridge, supra*, Mr. Justice Bray definitely declined to do so.

In this case the grantor of a bill of sale had included in it goods belonging to his wife, who had made a statutory declaration that her husband was the owner. On the faith of this declaration the lenders had advanced their money, and one firm of solicitors had acted in the transaction for husband, wife, and grantee. Later, the wife claimed that the bill of sale was void, but it was held that her conduct had estopped her, nor could she rebut by pleading "undue influence" of the husband.

It is worth while enquiring, as a matter of speculative juridical interest, on what principle our Courts of Equity originally acted in deciding that "undue influence" by a "dominant" over a "servient" personality is a form of equitable "duress" which is sufficient to justify an order rescinding the contract or gift or other juristic act originating out of such "duress." The probability would seem to be that in each such case the person so influenced was in a relation of legal subordination, for the time being, which enabled pressure to be effective. A child was, and still is, subject to parental correction. A penitent, in the mediæval period when Equity arose, was subject to ecclesiastical penalties, in this world and the next, at the hand of his patron. A solicitor was in theory the "patronus" of his client and had originally a certain jurisdiction over him during the currency of the litigation. In the two latter cases, of course, the grounds of the rule have disappeared.

Reviews.

The Students' Law Library.

GIBSON'S PRACTICE OF THE COURTS. Twelfth edition by ARTHUR WELDON and ROBERT LEE MORSE, Solicitors. "Law Notes" Publishing Offices. 21s.

Gibson and Weldon's guide books for students attempting the Solicitors' Final Examination are so well-known and so uniformly excellent that it goes without saying this new edition of the "Practice" is a first-class book. Its issue has been somewhat delayed owing to a pious—but rather optimistic—hope that Parliament intended to pass the Supreme Court of Judicature (Consolidation) Bill last year. The Bill did not pass, but has been re-introduced this year with a clause postponing its operation until 1st January, 1926.

Correspondence.

The Rent Restriction Acts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the case of *Williams* v. *Merthyr Steam Coal Co. Ltd. and Others, Times*, 3rd inst., and in the article thereon in your last week's Journal, the question is discussed whether a county court judge has power to amend a landlord's notice to increase rent by inserting a notice to quit.

I am unable to see how the question can arise, because by s. 1 (1) of the Rent Restrictions (Notices of Increase) Act, 1923, which is quoted both in the report of the case and in your article, the notice of intention to increase rent, whether given before or after the passing of the Act, "shall have effect and shall be deemed always to have had effect as if it were or had been also a notice to terminate the tenancy."

Therefore it seems to me that no amendment of the notice in this respect can ever be necessary.

In view however of the discussions above referred to I can only suppose that I have overlooked some material consideration.

W.H.W.

9th June.

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, and Sir Chas. H. Morton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

CASES OF LAST SITTINGS.

Court of Appeal.

SORRELL *v.* SMITH and Others. No. 2. 13th March.

ACTION (CAUSE OF)—INTERFERENCE WITH RIGHT TO TRADE—PROTECTION OF TRADE INTERESTS—COMBINATION—PROCUREMENT OF WITHDRAWAL OF CUSTOM—LEGALITY.

The plaintiff, a retail newsagent, was a member of a trade federation, whose policy it was to enforce a distance limit of newsagents' shops in any particular area to restrict competition between newsagents. The defendants, members of a trade committee, who, in combination, controlled the supply of London newspapers to wholesale agents, objected to this policy, and were in favour of open competition. The plaintiff had for some time obtained his newspapers from a certain wholesale firm R, but ceased to deal with that firm on learning that the R firm was supplying newspapers to a person who had infringed the distance limit and transferred his custom to W. The R firm thereupon complained to the defendants, who, without any malice against, or intention to injure, the plaintiff, and in order to protect their trade interests, informed W that unless he ceased to supply the plaintiff, their supplies of newspapers to him would be withdrawn. W ceased to deal with the plaintiff. In an action claiming an injunction to restrain the defendants from interfering with the plaintiff's right to contract with W, or to carry on his business as he willed,

Held, that the plaintiff had failed to prove that the defendants had committed any actionable wrong. *The defendants were justified in their conduct in defending what was, in their opinion, the policy which it was necessary for them to maintain in order to sell their newspapers.*

Decision of Russell, J., 67 SOL J. 501, *reversed*.

Appeal from a decision of Russell, J., 67 SOL. J. 501; 1923, 2 Ch. 32. The plaintiff was a retail newsagent, and a member of the National Federation of Retail Newsagents, Booksellers and Stationers. The defendants were the members of a committee consisting of the circulation managers of the daily morning newspapers of London. There was a "distance limit policy" of the Federation, who desired to prevent newcomers from opening shops for the sale of newspapers in districts where the public was already sufficiently provided for. At the request of his branch of the Federation, the plaintiff ceased to deal with his wholesale newsagents, Ritchie Brothers, because they were supplying newcomers to whom, in the opinion of the Federation, the "distance limit policy" of the Federation should be applied, and he obtained his supplies from another wholesale agent, Watson, who got some of his papers from W. H. Smith and Son. At the request of Ritchie Brothers, the defendants, in combination, intervened, and, for the purpose of compelling the plaintiff to return to Ritchie Brothers as a customer, brought pressure to bear on Watson to compel him to discontinue supplying the plaintiff. The method was to threaten to discontinue supplies to Watson if and so long as he continued to supply the plaintiff, and also by threatening to cut off supplies from W. H Smith & Son if they supplied Watson during the time Watson continued to supply the plaintiff. In consequence of the defendants' action, Watson ceased to supply the plaintiff. There was no actual desire or intention on the part of the defendants to injure the plaintiff, but they combined to interfere with his trade, and with his right to carry on his business as he would and to deal with such people as he thought fit. The plaintiff claimed an injunction to restrain the defendants from continuing such methods. Russell, J., held that, apart from any intent to injure, a combination by two or more to induce by threats a man's customers not to deal with him was, if damage resulted, actionable, unless justification existed, and that there was no such justification in this case. He accordingly gave judgment in favour of the plaintiff and granted an injunction. The defendants appealed.

BANKES, L.J., in giving judgment, said this is an appeal from a decision of Mr. Justice Russell in an action brought by a retail newsagent against a body of persons describing themselves as the circulation managers, representing leading London newspapers, who acted in concert with one another in matters connected with their trade. The action was brought for an injunction, and the plaintiff's case was that upon the facts he had established that the defendants had committed an actionable wrong which entitled him to judgment. Russell, J., accepted the plaintiff's view and granted the injunction applied for. This point had come quite recently before the Court of Appeal in *Ware and De Freville* v. *Motor Trade Association*, 1921, 3 K.B. 40, where the facts were very similar. Russell, J., had said in his judgment that in all probability the Court of Appeal had come to a correct conclusion upon the facts in that case, but he considered that the court had misinterpreted the facts, and that he was at liberty to put his own construction upon them. The learned judge had also expressed the hope that the parties to this litigation may ultimately obtain from the highest tribunal a clear exposition of the law which, though it may not reconcile all the decisions, will render less difficult the solution of such questions in the future. In that hope he (the Lord Justice) cordially agreed. He understood that this case was going to the House of Lords, and as he had so recently expressed his view upon this branch of the law he did not propose to go through the authorities again. Applying his view of the law to the facts of this case, he was of opinion that the plaintiff had failed to prove that the defendants had committed any actionable wrong or had done anything which the law did not entitle them to do. In the newspaper trade three sets of businesses had to be taken into account, namely, (1) the newspaper proprietors or publishers; (2) the wholesale newsagents; and (3) the retail newsagents, of whom the plaintiff was one. The papers were issued by the publishers to the wholesalers, who in turn supplied the retail shops. The retailers had a trade association of their own, known as the National Federation of Retail Newsagents, Booksellers and Stationers, whose business it was to look after and promote the interests of their branch of the trade. On the other side were the proprietors and publishers, who were represented by the defendants. The Federation, as they were entitled to do in the interest of the retailers, had established a trade policy, known as the distance limit policy, in order to prevent undue competition between retailers in a certain area. The object of that policy was to make it impossible for a newcomer to start in competition with an already existing retailer except by leave of the Federation. That was what he might call a protection policy. On the other hand, the circulation managers took the view that it was in the interest of news proprietors generally that everybody should be entitled to start a shop, and they thus adopted what might be described as a free trade policy. And they took the view that the policy of the Federation should be combated and, if possible, put an end to. Naturally these two policies came into contact, and the dispute which arose in the present case was this: The plaintiff had been in the habit of receiving his papers from Messrs. Ritchie, a wholesale firm. The latter, however, were not prepared to adopt the policy of the Federation, and had, in fact, supplied persons who had infringed the distance limit policy. Steps were then taken to bring Messrs. Ritchie into line by inducing them to stop supplies to newcomers. And the plaintiff claimed the right to threaten Messrs. Ritchie to withdraw his custom from them unless they complied with the demands of the Federation. The plaintiff did, in fact, withdraw his custom from Messrs. Ritchie and transferred it to Watson, who were also wholesalers, and were prepared to act as the Federation directed. Thereupon the circulation managers stepped in in order to protect their own interests, and informed Watson that if they continued to supply the plaintiff they (the managers) would have to withdraw the supplies coming to Watson, the object of this being to defeat the policy of the Federation. Russell, J., held that in these circumstances the plaintiff had established as a matter of law that the defendants had committed an actionable wrong. If the onus was on the defendants to establish just cause or excuse, it is necessary for this court to express its opinion on that particular matter. I think that the learned judge has taken too narrow a view of that issue, treating it mainly, if not entirely, as a question of fact. I entirely accept the view that great weight should be given to the opinion of the learned judge, who formed his opinion on a question after seeing the witnesses. I desire to give to that consideration its full weight and effect. But the learned judge decided this question of fact on a ground which I think was too narrow a ground, a ground which is not the true ground upon which the particular branch of the law rests. In substance he has decided it as he did for the reason that in this particular case there had been no investigation by the defendants of the merits of the particular dispute, or whether or not the withdrawing of the trade by the plaintiff from Messrs. Ritchie, or the action of the Federation, was anything that would in fact injure the defendants' employers' business; and, further, that there was no direct connection between the defendants and the plaintiff. That does not seem to me to be the true point of view from which to look at this matter or the true ground on which to decide it. The defendants did represent a body of traders; and I think it cannot be disputed that a body of traders are entitled to adopt a policy which they *bond fide* believe is necessary to protect their trade interests, even if the effect of putting that policy into operation is to interfere with the business of others. In my view, if it is legitimate to adopt a policy, it is legitimate to take the necessary aggressive action in defence of the policy. The action taken was, in my opinion, a legitimate action in defence of a legitimate policy. For these reasons the appeal must be allowed, and the judgment which was given for the plaintiff must be set aside and judgment entered for the defendants with costs.

WARRINGTON and SCRUTTON, L.JJ., concurred. Appeal allowed.—COUNSEL: *Clauson*, K.C., and *Dighton Pollock*; *Sir John Simon*, K.C., *Maugham*, K.C., and *Arthur Henderson*. SOLICITORS: *Lewis & Lewis*; *Shaen, Roscoe, Massey & Co.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **HAMMOND: PARRY** *v.* **HAMMOND.** Tomlin, J. 7th May.

WILL—CONSTRUCTION—PERSONALTY "EQUALLY BETWEEN" TWO DAUGHTERS AND "THEIR RESPECTIVE ISSUE"—ISSUE COMPETING WITH PARENTS—REALTY—GIFT TO SON FOR LIFE AND AFTERWARDS TO HIS CHILDREN—ESTATE TAIL IN SON.

A gift of personalty equally between my two daughters, A and B, and their respective issue, is a gift in moieties, one to each daughter and her issue, and all the daughters' issue who came into existence before the period of distribution, that is, the death of a tenant for life, take in competition with such daughter.

A gift of realty to A during his lifetime and afterwards to his children, is a gift to which the rule in Shelley's Case, 1581, 1 *Co. Rep.* 93*b*, *applies, and operates to give to A an estate in tail, notwithstanding that it is expressed to be to him during his life.*

This was a summons asking whether a testator's residuary personal estate was vested, subject to the life estate of his widow, in his two daughters absolutely or how otherwise, and also what estate or interest the testator's son took in his freehold property, called "Coldybrain." The facts were as follows: The testator, by his will, made on the 24th April, 1923, gave certain specific bequests to his wife and also bequeathed to her the extra income of the remainder of his estate during her lifetime, and after her death he bequeathed his freehold farm at Coldybrain to his son, W. J. Hammond, "during his lifetime and afterwards to his children, if any. Should my son leave no issue, then the farm shall return to my two daughters, E. M. Parry and O. M. Hammond, and to their issue afterwards . . . . All other of my possessions I leave equally between my two daughters, E. M. Parry and O. M. Hammond, and their respective issue." He appointed the plaintiff, E. M. Parry, and the defendants, W. J. Hammond and O. M. Hammond, to be the executors of his will, and died on 6th August, 1923. His estate consisted entirely of personalty, except the freehold farm Coldybrain. In Jarman on Wills, 6th Ed., 1893, the rule is laid down that where personal estate is bequeathed in language which, if applied to real estate, would create an estate tail, it vests absolutely in the person who would be the immediate donee in tail, and consequently devolves at his death to his legal personal representatives. This rule is also laid down in Theobald on Wills, 7th Ed., p. 478, but in Hawkins on the Constitution of Wills, 1st Ed., 197, a contrary view is taken.

TOMLIN, J., after stating the facts, said: With regard to the residuary personal estate, I am embarrassed by the statements in the text-books which show a diversity of view, and I am embarrassed also by reference to the authorities cited in support of those statements which, when examined, do not seem to perform the function for which they are cited. The law is concisely stated by Parker, J., in *Re Coulden*, 1908, 1 Ch. D. 20, at p. 324, where he says that there is no rule of construction which compels the court to hold that in gifts of personalty "issue" is *primâ facie* a word of limitation, and that whether it is so or not is purely a question of construction in each particular instrument, the court being unfettered by any general rule. In this case "issue" is not a word of limitation. The issue took as purchasers, and, having regard to the words "equally between" and the words "their respective issue," it is clear that there is intended to be a "stipulated" division, and that therefore the residue goes in moieties, one to each daughter and her issue, and that all the issue who came into existence before the period of distribution, namely the death of the tenant for life, take in competition with their mother, but without prejudice to the question whether they take as joint tenants or tenants in common. With regard to the gift of the farm to the testator's son, I come to the conclusion that there is imported into it a gift to the heritable blood generally, and that therefore I am bound to apply the rule in *Shelley's Case*, *supra*, and that that will operate to give the son an estate in tail, notwithstanding that it is expressed to be to him during his life.—COUNSEL: *Waddilove; W. G. Hart; Shufeldt; Baden Fuller.* SOLICITORS: *Gibson & Weldon, for T. Price Thomas*, Ystrad-Mynach, Glamorganshire.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

ASTON *v.* **SMITH.** Div. Court. 10th April.

LANDLORD AND TENANT—NOTICE OF INCREASE OF RENT—STATUTORY TENANCY—SUBSEQUENT NOTICE TO QUIT UNNECESSARY—INCREASE OF RENT & MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 15—RENT RESTRICTIONS (NOTICES OF INCREASE) ACT, 1923, 13 & 14 Geo. 5, c. 13, s. 1.

A landlord served upon the tenant of premises, to which the Rent Restriction Acts applied, notice of increase of rent, which was accepted and acted upon by the tenant, who thereupon became a statutory tenant. The landlord subsequently desired to recover possession of the premises.

Held, that, in order to recover possession of the premises, it was not necessary for the landlord to give to the tenant a formal notice to quit.

Appeal from the Shoreditch County Court. In the month of May 1923, a landlord served on a tenant of premises, to which the Rent Restriction Acts applied, notice of increase of rent. The tenant duly paid the increased rent. In 1923, the landlord claimed possession of the premises on the grounds that he required the premises for his own use and that he had been landlord since 191[illegible]. He gave to the tenant a notice to quit, which the county court judge held to be an invalid notice. The proceedings involved the question whether in view of the proviso in s. 15 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, and s. 1 of the Rent Restrictions (Notice of Increase) Act of 1923, it was necessary for the landlord to give a formal notice to quit to the tenant. By s. 15 (1) of the Act of 1920 it is provided, as a condition of statutory tenancy: "(1) that, notwithstanding anything in the contract of tenancy, a landlord who obtains an order or judgment for the recovery of possession of the dwelling-house or for the ejectment of a tenant retaining possession as aforesaid shall not be required to give any notice to quit to the tenant." By s. 1 of the Rent Restrictions (Notices of Increase) Act, 1923, it is provided: "(1) Where notice of intention to increase rent has, whether before or after the passing of this Act, been served on a tenant in conformity with sub-section (2) of section three of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920 . . . . and a notice to terminate the tenancy was necessary in order to make such increase effective, the notice of intention to increase the rent shall have effect and shall be deemed always to have had effect as if it were or had been also a notice to terminate the existing tenancy . . . ."

SWIFT, J., delivering judgment, said that it was unnecessary to consider whether the learned county court judge had arrived at a right conclusion with regard to the validity of the notice. It must be assumed that a notice to quit had been given at some time rendering the tenant a statutory tenant. The notice of increase of rent, by virtue of which the tenant became a statutory tenant, had the full effect of a notice to quit. The result was that the notice to quit in the present case was unnecessary and the question of its validity became immaterial. The appeal must be allowed.—COUNSEL: *L. L. Rossiter; R. G. S. Banks.* SOLICITORS: *Sturton & Sturton; Devonshire, Wreford Brown, Hewett, Baggallay & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

PRECIOUS *v.* **REEDIE.** Div. Court. 14th April.

LANDLORD AND TENANT—MONTHLY TENANCY—NOTICE TO QUIT—DATE OF EXPIRATION OF TENANCY—DAY OF CALENDAR MONTH ON WHICH TENANCY BEGAN.

In order to determine a monthly tenancy the length of the notice must (1) *correspond with the length of the tenancy, and the notice must be for the determination of the tenancy on the day of the month on which the tenancy began.*

Appeal from Scarborough County Court. The defendant was the tenant of No. 5, Commercial-street, Scarborough, which he occupied on a monthly tenancy which commenced on the first of the month. On the 5th September, 1923, he received from the landlord a notice dated the 1st September in the following form: "I hereby give you one month's notice to quit 5, Commercial-street, as I require the house for occupation." The landlord commenced proceedings for possession, and the county court judge held that this notice was a good notice terminating the tenancy at the end of the ensuing month, *i.e.*, the 31st October. The defendant appealed. *Queen's Club Garden Estates Ltd.* v. *Bignell*, 1924, 1 K.B. 117, and *Simmons* v. *Crossley*, 66 SOL. J. 524; 1922, 2 K.B. 95; also *May* v. *Borup*, 1915, 1 K.B. 830, where the notice contained saving words, "notice to quit . . . at the earliest possible moment," were referred to.

BAILHACHE, J., delivering judgment, said that in his view the reasoning of Lush, J., in his elaborate and careful judgment in *Queen's Club Garden Estates Ltd.* v. *Bignell*, *supra*, in which he held that a week's notice was necessary, and must expire on the day on which the tenancy began, led irresistibly to the conclusion that a monthly tenancy could not be distinguished in principle from a weekly tenancy. In his view the notice in a monthly tenancy must correspond in length with the period of the tenancy, and must terminate on the day of the month on which the tenancy began. This case did not involve the question of reasonable notice. The inclusion of saving words in the notice

ight have made it a valid notice. The notice was, however, his lordship's view, a bad notice, and the appeal must be lowed.

SANKEY, J., delivered judgment to the same effect, and the peal was allowed.—COUNSEL: *A. Cairns; C. Paley Scott.* OLICITORS: *Radford & Frankland*, for *Whitfield, Bell & Co.*, carborough; *A. F. & R. W. Tweedie*, for *Watts, Kitching and onner*, Scarborough.

[Reported by J. L. DENISON, Barrister-at-Law.]

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 26th June.

	Middle Price. 11th June.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57½xd.	4 7 6
War Loan 5% 1929-47	101 7/16	4 19 0
War Loan 4½% 1925-45	97¼	4 12 0
War Loan 4% (Tax free) 1929-42	101¾	3 18 6
War Loan 3½% 1st March 1928	97	3 12 6
Funding 4% Loan 1960-90	88¼	4 10 0
Victory 4% Bonds (available at par for Estate Duty)	92¾	4 6 6
Conversion Loan 3½% 1961 or after	78	4 10 0
Local Loans 3% 1912 or after	65½xd.	4 11 6
India 5½% 15th January 1932	103¾	5 6 0
India 4½% 1950-55	88	5 2 0
India 3½%	66½xd.	5 5 0
India 3%	57½xd.	5 5 0
Colonial Securities.		
British E. Africa 6% 1946-56	113½	5 6 0
Jamaica 4½% 1941-71	95	4 14 6
New South Wales 5% 1932-42	101½	4 18 6
New South Wales 4½% 1935-45	95½	4 14 6
Queensland 4½% 1920-25	100½	4 9 6
S. Australia 3½% 1926-36	85½xd.	4 2 0
Victoria 5% 1932-42	101½	4 18 6
New Zealand 4% 1929	96	4 3 6
Canada 3% 1938	83xd.	3 13 0
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	77	4 11 0
Cardiff 3½% 1935	87½xd.	4 0 0
Glasgow 2½% 1925-40	75	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	77xd.	4 11 0
Manchester 3% on or after 1941	66	4 11 0
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	64½	4 13 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	82½	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	88	4 11 0
Gt. Western Rly. 5% Rent Charge	106	4 14 0
Gt. Western Rly. 5% Preference	104½	4 16 0
L. North Eastern Rly. 4% Debenture	86	4 13 0
L. North Eastern Rly. 4% Guaranteed	84½	4 14 6
L. North Eastern Rly. 4% 1st Preference	81½	4 18 0
L. Mid. & Scot. Rly. 4% Debenture	87	4 12 0
L. Mid. & Scot. Rly. 4% Guaranteed	84½	4 14 6
L. Mid. & Scot. Rly. 4% Preference	82	4 17 6
Southern Railway 4% Debenture	86	4 13 0
Southern Railway 5% Guaranteed	103	4 17 0
Southern Railway 5% Preference	102½	4 17 6

Societies.

Law Association.

The usual monthly meeting of the Directors was held at the Law Society's Hall, on Thursday, the 5th inst., Mr. W. M. Woodhouse, Treasurer, in the chair. The other Directors present were Mr. E. R. V. Christian, Mr. P. E. Marshall, Mr. J. R. H. Molony, Mr. A. E. Pridham, Mr. J. E. W. Rider, Mr. John Venning and the Secretary, Mr. E. E. Barron. Mr. W. M. Woodhouse was elected Chairman of the Board for the current year. A sum of £865 was voted for the renewal of allowances to deserving cases. Two new members were elected and other general business transacted.

The Law Society.

PROVINCIAL MEETING.

The Council have accepted an invitation from the Manchester Law Society to hold the Provincial Meeting this year in Manchester. It will accordingly be held in that city on Tuesday and Wednesday, the 30th September and 1st October next, and the proceedings will, it is expected, be as follows:—

Monday, the 29th September.—Visitors will arrive in Manchester, and the Lord Mayor of Manchester will give a Reception at the Town Hall in the evening.

Tuesday, the 30th September.—Members will meet at the Town Hall at 10.30 a.m. The President of the Law Society will then deliver his address. This will be followed by the reading and discussion of papers contributed by members of the Society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and will close at 4.30.

In the evening there will be a banquet at the Midland Hotel, to be followed by music, and ladies will be invited to attend to hear the speeches and the music. Prior to the speeches a reception will be given at the Midland Hotel to the ladies attending the meeting by Mrs. Taylor (sister of the President-elect of the Manchester Law Society).

Tickets for the banquet (£1 11s. 6d. each inclusive) can be obtained from the Honorary Secretary of the Manchester Law Society on or before the 5th September.

Wednesday, the 1st October.—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued until 1.30, when the meeting will close.

In the afternoon arrangements are being made for visitors to inspect various works and places of interest in Manchester and Salford and the Mayor of Salford will entertain visitors to tea at Peel Park.

For the evening, seats are being reserved for visitors at one or more of the theatres.

Thursday, the 2nd October.—There will be excursions to various places of interest in Cheshire and Derbyshire. Particulars will be given in the detailed programme.

Members attending the meeting will have free admission during the visit to several clubs, golf links and tennis courts in the neighbourhood.

Each member will be entitled to take a lady to the above entertainments and excursions (except the banquet).

Any member who proposes to attend should signify his intention, on or before the 15th day of August, to Mr. K. H. Atkinson, the Honorary Secretary of the Manchester Law Society, whose address is 77, King Street, Manchester, stating whether he will be accompanied by a lady.

The Council will be glad to receive communications from members willing to read papers at the meeting.

Any member who contemplates favouring the Council with a paper, is desired to intimate to the Secretary the subject of it on or before the 21st July. The Council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of the Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

The hotel accommodation in Manchester is in request. Early notice, therefore, will be necessary if rooms are desired, but arrangements have already been concluded for accommodation at the Midland Hotel, the Queen's Hotel, the Grand Hotel and the Victoria Hotel for a limited number, whose applications will be dealt with in order of receipt. Intending visitors should apply to these hotels for rooms reserved by the Manchester Law Society to be allotted to them.

Legal News.

Dissolutions.

GEORGE JOHN CLEWER and FREDERICK HARRY NYE, Solicitors, 15, Prince Albert-street, Brighton (Nye & Clewer), the 7th day of June, 1924.

OWEN MORGAN, ARTHUR WRIGHT, JOHN RATCLIFFE SAMPSON and HENRY STANLEY WOOD, Solicitors, 49, Bank-street, Bradford, and Market-square, Shipley, Yorks (Morgan, Wright, Sampson and Wood), the 31st day of May, 1924.

General.

Recently the Rand police discovered a gang carrying on an illicit gold trade between Johannesburg and the coast in motor-cars. A trap was laid and an important arrest was made. It is believed that as a result of this *coup* the trade in gold stolen from the mines will be reduced by one-half.

M. Hanotaux, member of the French Academy and representative of France on the League of Nations, has been appointed French representative on the Permanent Court of Arbitration at The Hague, in succession to the late Baron d'Estournelles de Constant. The Permanent Court of Arbitration was constituted in 1901 as the result of the first Hague Peace Conference in 1899. Members of the Court are appointed for six years and may be re-nominated.

At a meeting held at Heidelberg, General Hertzog, replying to a question concerning his policy of segregation of natives, said that the Cape coloured men would retain their vote in the Cape Province, and if segregation were extended to the other provinces the Cape coloured men would also have to be allowed the vote in the Orange Free State and in the Transvaal. There were only about 300 coloured men in the Free State and less than 1,000 in the Transvaal.

Sir Leslie Probyn has been Captain-General and Governor of Jamaica since 1918. For the last two or three years he has been in conflict with the Elected Members of the Legislature, who have sought his recall. One of the chief points of controversy has been over the State-owned railway. Recently the Elected Members refused to agree to the inclusion of the railway vote in the Appropriation Bill. The Governor had previously overridden a motion to strike out the salary of the Railway Director as a protest against alleged mismanagement.

The Indian Press comments severely on Mr. Justice McCardie's conduct of the *O'Dwyer Case*, a typical remark being that of the *Tribune*, which describes the judge's action in bringing on recent matters relating to the punishment of General Dyer a "wanton misuse of his judicial authority." The *Civil and Military Gazette* says that the responsibility for stirring up memories of unhappy events rests on Sir Sankaran Nair. The newspaper does not wish to see the controversy bursting forth afresh, but it is glad that Sir Michael O'Dwyer's reputation has been vindicated unreservedly by a jury of his countrymen.

Army Orders, issued on 30th April, contain a new regulation as to the appearance of soldiers as expert witnesses. It states that—"An officer or soldier is forbidden to accept invitations to appear as an expert witness in private lawsuits for the purpose of giving evidence on matters of which he has acquired knowledge in the course of, and in connection with his official duties. Any officer or soldier who receives an invitation should reply that he is precluded by Regulations from giving such evidence. If, however, after replying in these terms, he is subpœnaed to appear as an expert witness he should report the matter to his C.O., who will, in the case of units serving at home, refer it through the usual channels to the Under-Secretary of State, the War Office, or, in the case of units abroad, to the G.O.C.-in-C., when instructions will be issued as to the further action to be taken." A similar Regulation has been made for civilian employees in the pay of the War Department.

The elected members of the Jamaican Legislative Council have refused to agree to the inclusion of the railway vote in the Appropriations Bill. This is a continuation of their protest against the action taken by the Governor a month ago, when he invoked the "paramount interest" clause of the Constitution in order to override a motion to strike out the salary of the Railway Director proposed by elected members as a protest against alleged mismanagement of the State-owned railway. In explanation of their refusal the elected members said that they desired the Governor to complete his unconstitutional action by employing the nominated unofficial side of the House to pass the Bill. The Administration had made them suspicious of everything the Governor attempted. It had forced them to send a memorial to London without giving him a copy. They intended to fight the railway issue to a finish and were gathering information in regard to the running of the Department which would astound the Secretary of State for the Colonies. The whole island had shown that it did not want the Railway Director to remain. The Governor, Sir Leslie Probyn, had laid an axe at the root of the Constitution in a desire to protect one official against the interests of close on a million people.

A constable's inquiries and observations were followed by the arrest of a young woman named Lilian Ogilvie (21), married, of Macfarlane-road, Shepherd's Bush. She appeared before Mr. Hay Halkett at Marylebone on Saturday charged with being concerned with a man still at large in stealing and receiving a Bentley motor-car, worth £800, from Winchester-road, Hampstead, the property of Alexander Arnold Hannay, retired solicitor, of Ranulf-road, N.W. Police-constable Read, 289Y, said he saw the car standing in Great College-street outside an electric light works at 11.40 p.m. on Thursday. At 12.15 a.m. he saw the accused standing in the gateway of a house in Pratt-street, within sight of the car, and asked her if she lived there. She said "Yes." Asked if she could get in, she made no answer. He then asked her if she had come with a gentleman in the car. She replied "No." He was not satisfied and kept her under observation. She then went to Camden-street, and he took the opportunity to examine the garden of the Pratt-street house. He found two head-lamps and a tin of petrol, and waited for the accused's return. On seeing him step out from a doorway she sat down on a doorstep. He then took her to the car, where another constable had already brought the lamps and petrol. She confessed that she and a man had carried them there, and she claimed a handbag in the car as hers. A remand was ordered, bail in £800 being allowed.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice ROMER.
Monday June 16	Mr. Jolly	Mr. Bloxam	Mr. Bloxam	Mr. Hicks Beach
Tuesday..... 17	More	Hicks Beach	Hicks Beach	Bloxam
Wednesday ... 18	Synge	Jolly	Bloxam	Hicks Beach
Thursday 19	Ritchie	More	Hicks Beach	Bloxam
Friday 20	Bloxam	Synge	Bloxam	Hicks Beach
Saturday 21	Hicks Beach	Ritchie	Hicks Beach	Bloxam

Date.	Mr. Justice ASTBURY.	Mr. Justice P. O. LAWRENCE.	Mr. Justice RUSSELL.	Mr. Justice TOMLIN.
Monday June 16	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday 17	Synge	Ritchie	More	Jolly
Wednesday ... 18	Ritchie	Synge	Jolly	More
Thursday..... 19	Synge	Ritchie	More	Jolly
Friday 20	Ritchie	Synge	Jolly	More
Saturday 21	Synge	Ritchie	More	Jolly

TRINITY SITTINGS, 1924.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 17th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Chancery Final Appeals.

Wednesday, 18th June.—Final Appeals from the Chancery Division will be taken and continued until further notice.

IN APPEAL COURT NO. II.

Tuesday, 17th June.—Exparte Applications, Original Motions, Interlocutory Appeals, and if necessary, Final Appeals from the King's Bench Division.

Wednesday, 18th June.—Final Appeals from the King's Bench Division will be taken and continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

Mr. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

CHANCERY COURT IV.

Mr. JUSTICE ROMER.

Mondays.....Chamber Summonses.
Tuesdays ....Companies (Winding up) Business and non-wit list.
Wednesdays..Mots and non-wit list.
Thursdays ...Non-wit list.
Lancashire Business will be taken on Thursdays, 26th June and the 10th and 24th July.
Fridays.....Mots, sht caus, pet, fur cons and non-wit list.

CHANCERY COURT II.

Mr. JUSTICE ASTBURY.

Mr. Justice Astbury's business will be taken as announced in the Daily Cause List.

CHANCERY COURT III.

Mr. JUSTICE LAWRENCE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

Judgment Summonses in Bankruptcy will be taken on Mondays, the 23rd June and 21st July.

Motions in Bankruptcy will be taken on Mondays announced in the Daily Cause List.

LORD CHANCELLOR'S COURT.

Mr. JUSTICE RUSSELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice Russell will take Actions with Witnesses throughout the Sittings.

Applications under Trading with the Enemy Acts will be heard on each Friday afternoon.

CHANCERY COURT V.

Mr. JUSTICE TOMLIN.

Until further announcement
Tuesdays ....Chamb sums, mots, sht caus, pets, proed sums and non-wit list.
Wednesdays—Fur cons and non-wit list.
Thursdays ...Non-wit list.
Fridays.....Mots and non-wit list.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, June 3.

A. BURBRIDGE & Co. LTD. June 30. Thomas G. Piper, Bush-lane House, Cannon-st., E.C.4.

JONES & HAST (GAS BURNERS) LTD. July 4. Parkin S. Booth, 19, Kimberly House, Holborn Viaduct.

ROBERT SORBY & SONS LTD. June 20. A. Duncan Barber, Telegraph-bldgs., High-st., Sheffield.

NORTH WESTERN AMUSEMENTS (BLACKPOOL) LTD. June 5. Arnold E. Roberts, 2, Birley-st., Blackpool.

London Gazette.—FRIDAY, June 6.

VALES & Co. LTD. July 4. George R. Griffin, 43, Cannon-st., Birmingham.

THE VELVA CAKE CONFECTIONERS LTD. June 30. Alfred Shankland, F.S.A.A., 82, Queen-st., Cardiff.

BRITISH CARPET CO. LTD. July 5. Howard Button, 61-62, Lincoln's Inn-fields, W.C.2.

MARR JOHN CO. LTD. June 30. Robert S. Perry, 39, Lombard-st., E.C.3.

CLARENCE SCHOOL LTD. July 17. Jack B. Hiron, 35, Portland-sq., Cheltenham.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, June 3.

W. H. Veale Ltd.
The Langdon Engineering Works Ltd.
George Wroe Ltd.
Ben Johnson & Co. (Leicester) Ltd.
Floral Hall (Bridlington) Ltd.
W. Villa Gilbert & Co. Ltd.
Mappin Rubber Co. Ltd.
Billericay & District Comrades of Great War Club Ltd.
Lionel Sutcliffe Ltd.
Samuel Hall & Sons Ltd.
Jones and Hast (Gas Burners) Ltd.
J. H. Holmes (Manchester) Ltd.
Garston Motors Ltd.
M. Butcher & Son Ltd.
Re Sano Ltd.
Viking Steam Fishing Co. Ltd.
Wragg & Biggin Ltd.
Higham Butchers Ltd.
Watkins Brothers Ltd.
Vayle's Ltd.
Hoskisson and Thornber Ltd.
M. Thompson & Sons Ltd.
The Auto Electric Theatre Co. Ltd.
The Macgregor Oil Co. Ltd.
John Willmott & Sons Ltd.
The City of Rochester Industrial Dwellings Co. Ltd.
Hay, Maryon & Co. Ltd.
Andrews & George Ltd.
The British Pianoforte Manufacturing Co. Ltd.
London Sports Depot Ltd.
Allen Hydrostatic Pump Syndicate Ltd.
F. Dewsbury & Co. (1913) Ltd.

London Gazette.—FRIDAY, June 6.

Lomah (Rhodesia) Exploration Ltd.
George Clifford Ltd.
Ward & Herring Ltd.
Stonehall Colliery Ltd.
Preece Walters & Co. Ltd.
Countess Warwick Steamship Co. Ltd.
Dux Electric Quilt & Fibril Ltd.
J. E. Bailey (Smethwick) Ltd.
Era Steamship Co. Ltd.
The Chocolate Machinery Co. Ltd.
Clarke Parker Ltd.
S. Smith & Son (Slam) Ltd.
Thomas Harrison (Hull) Ltd.
Donna Ltd.
Marr John Co. Ltd.
Adisham Colliery Ltd.
Principality Wagon Co. Ltd.
West Bank Alum Co. Ltd.
The Jarrow Tug and Lighter Co. Ltd.
May, Harden & May Ltd.
London Hygienic Chemical Co. (1922) Ltd.
Challis & Sons Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, June 6.

BACH, JOSEPH C., Newport, Mon., Butcher. Newport (Mon.). Pet. June 3. Ord. June 3.

BINGHAM, EDMUND H., and BAILEY, ARTHUR, Scarborough, Builders. Scarborough. Pet. June 2. Ord. June 2.

BRENNAND, JOHN T., and BRENNAND, GILBERT, Preston, Pork Butchers. Preston. Pet. June 3. Ord. June 3.

BROADHURST, ALBERT E., Winshill, Derby, Miner. Burton-on-Trent. Pet. June 3. Ord. June 3.

CARPENTER, JOHN W., Mildenhall, Suffolk, Butcher. Bury St. Edmunds. Pet. June 2. Ord. June 2.

CASWELL, STEPHEN R., Pontefract. Wakefield. Pet. June 2. Ord. June 2.

CHAPMAN, FRANCIS K. F., Portsmouth, Wine Merchant. Portsmouth. Pet. June 3. Ord. June 3.

COOMBES, ROBERT N., Normanton, Confectioner. Wakefield. Pet. May 31. Ord. May 31.

CROSSGLADES APPLIANCES, Godalming, Poultry Dealers. Guildford. Pet. May 17. Ord. June 2.

DAVIES, GEORGE A., Ironbridge, Salop, Watchmaker. Shrewsbury. Pet. June 3. Ord. June 3.

EIGHTEEN, JOHN H., Reading, Fish Dealer. Reading. Pet. May 1. Ord. May 31.

ESTEBAN, HERMINIA, Dowlais, Tobacco Dealer. Merthyr Tydfil. Pet. May 6. Ord. June 3.

FAULKNER, ISAAC, Salford, Electrical Engineer. Salford. Pet. June 2. Ord. June 2.

FLETCHER, JOSEPH, Manchester, Builder. Manchester. Pet. May 9. Ord. June 3.

GRIFFITHS, CHARLES H., Gosforth, Builder's Clerk. Wolverhampton. Pet. June 2. Ord. June 2.

HAGGAS, HENRY, Middlesbrough, Boilermaker. Middlesbrough. Pet. June 3. Ord. June 3.

JONES, MATTHEW H., Manchester, Draper. Manchester. Pet. May 19. Ord. June 3.

LAMBERT, HERBERT, Manchester, Draper. Manchester. Pet. June 4. Ord. June 4.

LONGLAND, WILLIAM C., Ramsey, Hunts, Farmer's Assistant. Peterborough. Pet. June 3. Ord. June 3.

OSBORNE, WILLIAM, Camden Town, Merchant. High Court. Pet. April 3. Ord. June 4.

PAYNE, HARRY, Kennington, Dairyman. High Court. Pet. April 16. Ord. May 15.

PASERSKY, HENRY, PASERSKY, AARON, and PASERSKY, HARRY, Manchester, Waterproof Garment Manufacturers. Manchester. Pet. May 21. Ord. June 3.

PRICE, ALFRED T., Boscombe, Fruiterer. Poole. Pet June 3. Ord. June 3.

ROWELL, GEORGE R., Haltwhistle, Cycle Agent. Carlisle. Pet. June 3. Ord. June 3.

RUSHTON, CHARLES H., South-st., E.C., Merchant. High Court. Pet. March 24. Ord. June 2.

SCHOFIELD, HAROLD, Huddersfield, Piano Dealer. Huddersfield. Pet. June 4. Ord. June 4.

SMITH, HARRY, Hedon, Yorks, Cowkeeper. Kingston-upon-Hull. Pet. May 19. Ord. June 2.

WALKER, WILLIAM L., Guiseley, Boot Manufacturer. Leeds. Pet. June 3. Ord. June 3.

WARRINGTON, JOHN, Prestwich, Plasterer. Salford. Pet. May 21. Ord. June 4.

WATTS, DOUGLAS G., Rhymney, Mon., Butcher. Tredegar. Pet. June 2. Ord. June 2.

WEBB, CHARLES, Liverpool, Chemical Manufacturer. Liverpool. Pet. May 13. Ord. June 2.

WERRE, THOMAS F., Plymouth, Confectioner. Plymouth. Pet. June 3. Ord. June 3.

WHITE, PERCY, Manchester, Photographic Artist. Manchester. Pet. June 2. Ord. June 2.

WIGGINS, FRANCIS A., Caledonian-rd., Pawnbroker. High Court. Pet. June 2. Ord. June 2.

Amended Notice substituted for that published in the *London Gazette* of May 23, 1924:—

PRESTERER, JESSIE, Northwich, Glass, China and Fancy Goods Dealer. Nantwich. Pet. May 20. Ord. May 20.

Amended Notice substituted for that published in the *London Gazette* of May 27, 1924:—

BELL, WILLIAM H., Ferrensby, near Knaresborough, Poultry Farmer. Harrogate. Pet. May 24. Ord. May 24.

Amended Notice substituted for that published in the *London Gazette* of May 30, 1924:—

SYKE, JOSEPH, Birmingham, Motor Accessory Dealer. Birmingham. Pet. May 13. Ord. May 28.

HOSPITALS AND CHARITABLE INSTITUTIONS.

BRITISH HOME AND HOSPITAL FOR INCURABLES.

Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of *Sufferers* of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS much needed and earnestly solicited.

Patroness—HER MAJESTY QUEEN ALEXANDRA.
Patron—HIS ROYAL HIGHNESS THE PRINCE OF WALES.
President—His Grace The DUKE OF PORTLAND, K.G.
Secretary—EDGAR PENMAN.
OFFICES—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—BARCLAYS BANK LIMITED.

The Royal Merchant Seamen's Orphanage,

BEAR WOOD, WOKINGHAM
(Formerly of Snaresbrook.)
FOUNDED 1827.

PATRON:
His Majesty THE KING.
PRESIDENT:
H.R.H. THE PRINCE OF WALES.
TREASURER:
Lord INCHCAPE, G.C.S.I., G.C.M.G., &c.
CHAIRMAN:
R. J. LESSLIE, Esq.

Three thousand eight hundred and forty-seven orphan children of captains, officers and men of the Mercantile Marine have been brought up in these Schools, and three hundred and twelve are at present in residence, including nearly one hundred whose fathers lost their lives by enemy submarines and mines.

Upwards of seven hundred men commanding and officering Merchant Vessels that stood between the nation and famine during the war received their training in this National Institution.

Contributions will be thankfully received.

Secretary: F. W. RAWLINSON, C.B.E.
Offices: Dixon House, Lloyd's-avenue, London, E.C.3.

HELP THE

WAIFS & STRAYS

SOCIETY

to save the children.

Over 27,000 already rescued.

Its WAYS are safe and sound.

Its MEANS depend on you.

Contributions to
Rev. W. FOWELL SWANN, M.A., Secretary,
Old Town Hall, Kennington Road,
London, S.E.11.

Bankers: Barclays Ltd., Kennington.

Foundling Hospital

23,765 UNWANTED CHILDREN
have been Maintained, Educated, and made into Useful Citizens.

Help by Donation or Legacy earnestly solicited.
R. H. NICHOLS, SECRETARY, FOUNDLING HOSPITAL, GUILFORD STREET, W.C.

THE CANCER HOSPITAL (FREE).

FULHAM ROAD, LONDON, S.W.3.
(Incorporated under Royal Charter.)
NO LETTERS. NO PAYMENT.
The Only Special Hospital in London For the Treatment of Cancer.

Fully equipped and specially staffed for the better treatment and research into the causes of cancer.

A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.

DONATIONS AND LEGACIES ARE EARNESTLY SOLICITED.

Funds are Needed for the Research Institute and for the Electrical and Radio-Therapeutic Departments.

Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

SPURGEON'S ORPHAN HOMES,

STOCKWELL, LONDON, S.W.9.
Seaside Home Branch: BIRCHINGTON-ON-SEA.

President and Director, Rev. CHARLES SPURGEON. Vice-President & Treasurer, WILLIAM HIGGS, Esq.

A HOME and SCHOOL for 500 FATHERLESS CHILDREN, and a Memorial of the Beloved Founder, C. H. Spurgeon. No votes required. The most needy and deserving cases are selected by the Committee of Management.

Contributions should be sent to the Secretary, F. G. LADDS, Spurgeon's Orphan Homes, Stockwell, London, S.W.9.

NOTICE TO INTENDING BENEFACTORS.—Our last Annual Report, containing a Legal Form of Bequest, will be gladly sent on application to the Secretary.

LEGACIES

are earnestly solicited in favour of the

ALEXANDRA ORPHANAGE

(*Incorporated as the Orphan Working School and Alexandra Orphanage*),
OF MAITLAND PARK, HAVERSTOCK HILL, N.W.3,
which maintains over 300 Orphan Children from all parts of the country.

President: H.R.H. The Prince of Wales, K.G
Treasurer: The Rt. Hon. Lord Marshall, P.C., K.C.V.O
Full particulars and Form of Bequest from the Secretary: Mr. Frod. J. Robinson, A.C.I.S., 73, Cheapside, E.C.2.

FOUNDED 1860.

PLEASE HELP WITH DONATION OR LEGACY.

THE DOGS' HOME BATTERSEA.

Patron: HIS MAJESTY THE KING.

The Largest Institution for Stray Dogs and Cats.

Secretary: G. GUY S. ROWLEY.

LEGACIES.

The Salvation Army requires £500,000 a year for the maintenance of its 10,000 centres of work, each one of which is in daily operation, and for necessary extensions.

Funds are thus urgently needed to enable General Booth to carry on the Army's great work among the Outcasts.

Gifts may be earmarked for any special branch, such as the General Evangelical Work of the Salvation Army, or for its Social Work amongst the poor, Rescue and Child Welfare Work, Homes for Boys and Girls in difficult circumstances, Missionary Work, Work amongst Lepers, Medical and Educational Work in Eastern Countries.

LEGACIES ARE SPECIALLY REQUESTED.

Legacy Forms, Reports and Annual Balance Sheets, which have always been published, sent on application.

Cheques should be crossed "Bank of England, Law Courts Branch," and sent to General Booth.

THE SALVATION ARMY,

Queen Victoria Street, London, E.C.4.

INDUSTRIAL TRAINING FOR
BLIND AND CRIPPLED GIRLS
In connection with

JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION

(Registered under the Blind Persons Act 1920). Incorporated. Formerly known as Watercress and Flower Girls' Christian Mission.

Supt. and Sec., ALFRED G. GROOM,
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Treas., ERNEST J. LOVELL, Esq. *Bankers*, BARCLAY & Co.

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